

DEPARTMENT OF SOCIAL SERVICES
744 P Street, Sacramento, CA 95814



January 16, 1997

ALL COUNTY LETTER NO. 97-03

TO: ALL COUNTY WELFARE DIRECTORS

REASON FOR THIS TRANSMITTAL

- ☐ State Law Change
- ☐ Federal Law or Regulation Change
- ☐ Court Order or Settlement Agreement
- ☐ Clarification Requested by One or More Counties
- ☒ Initiated by CDSS

SUBJECT: UPDATE OF CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
IN-HOME SUPPORTIVE SERVICES STANDARD INVITATION FOR BID
AND STANDARD CONTRACT

REFERENCE: ALL COUNTY INFORMATION NOTICE (ACIN) NO. I-02-09, DATED
JANUARY 8, 1990; ALL COUNTY LETTER (ACL) NO. 88-124, DATED
SEPTEMBER 20, 1988, ACL NO. 87-145, DATED OCTOBER 27, 1987

The purpose of this letter is to transmit to counties the updated California Department of Social Services (CDSS) In-Home Supportive Services (IHSS) Standard Invitation For Bid (IFB) and Standard Contract. Unlike the IHSS Standard Contract, use of the IHSS Standard IFB is not mandated by CDSS Manual of Policy and Procedures (MPP) Section 23-604.2, but is provided as a guideline to assist counties in the procurement of IHSS.

With the passage of SB 1780, CDSS no longer has legislatively imposed authority nor a duty to subject Welfare and Institutions Code Section 12302 contracts or amendments to prior review and approval. Prior review and approval will be limited to those contracts involving the task frequency mode and those contracts where such review is specifically required by law or federal regulation. Therefore, the counties are not required to submit any procurement documents, including the IFB, Request for Proposal (RFP), or actual contract for review prior to implementation. CDSS staff will be available to provide assistance as requested by the counties throughout the procurement process. However, CDSS will not grant approval or assist in approving the IFBs or RFPs. The County Welfare Departments now have the authority to contract for IHSS without prior CDSS review and approval, continue to have the primary responsibility for ensuring compliance with applicable laws and regulations, and are solely responsible for the procurement process and its associated outcomes. A copy of the

fully executed contract must be sent to CDSS for billing and reimbursement purposes. CDSS will issue a follow up ACL that will include information detailing the streamlined IHSS contract process. It is anticipated that certain CDSS MPP sections will also be modified in the near future to reflect the revisions mandated by SB 1780.

The enclosed photocopy of the IHSS Standard IFB and Standard Contract is the result of an ongoing cooperative effort between the County Welfare Directors Association's (CWDA) Contract Advisory Subcommittee and CDSS staff. This updated IHSS Standard IFB and Standard Contract includes revisions that address the implementation of the Personal Care Services Program (PCSP) component of the IHSS Program, and the mandates of Senate Bill (SB) 1780 as it pertains to the streamlining of the CDSS IHSS contract prior review and approval process. It is anticipated that the IHSS Standard IFB and Standard Contract contain all the necessary information to ensure compatibility for use by all counties without sacrificing unique County specific situations.

In accordance with MPP Section 23-604.2 and 23-604.21, any deviation from a departmental standard contract must have prior CDSS approval. However, a county shall be permitted to add its own contracting requirements to any state standard contract **without** prior CDSS approval, as long as the addition does not conflict with the IHSS Standard Contract, standardized language, or the other requirements of CDSS MPP general contract regulations. Should you identify a need to deviate from the IHSS Standard Contract language, please submit your written deviation request ninety (90) days prior to the start of any contract with the deviation or distribution of an IFB which would use a contract with a requested deviation. Counties will be notified in writing within 15 calendar days of receipt by CDSS if the required information is complete or deficient and within 45 calendar days upon receipt by CDSS of complete information of the decision on each request for deviation.

County requests for deviation from the IHSS Standard Contract language and Standard IFB shall be reviewed by CDSS in the following manner:

1. County-specific contract requirements that are mandated by specific county ordinances **do not require** CDSS **pre-approval** if they are submitted in writing, do not conflict with the original intent of the IHSS Standard Contract, standardized language, or the other requirements of CDSS MPP contract regulations, are placed in the proper sequence of the IHSS Standard Contract and IHSS Standard IFB format and are fully justified. Justification must include a factual basis (ex., County ordinance) for the deviation.
2. There are certain clauses in the IHSS Standard Contract that are considered for use at the County's discretion/option. These clauses are intended to be included or deleted from the contract dependent upon a particular County's specific program requirements. The use of these clauses, as written, are to be considered approved by

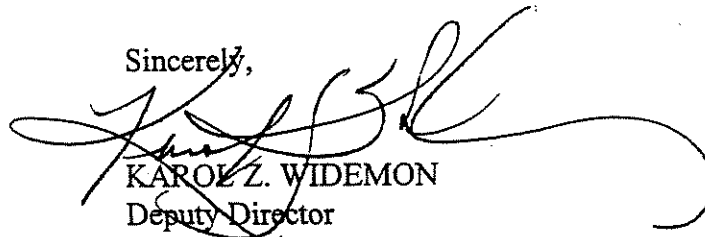
CDSS. Deviation from these clauses, as written, must be **pre-approved** by CDSS as required under the provisions in section number four (4) below.

3. Counties are required in the IHSS Standard Contract to administer liquidated damages. Liquidated damages shall be specified in the Standard Contract section V.D. Examples of liquidated damages are provided in section V.D.1., parts a. through m. If clauses other than those listed in the IHSS Standard Contract are utilized, they must be **pre-approved** by CDSS as required under the provisions in section number four (4) below.
4. A request for deviation that is considered a change or addition will be considered for **pre-approval** if it is submitted in writing, does not conflict with the original intent of the IHSS Standard Contract, standardized language, or the other requirements of CDSS MPP contract regulations, is placed in the proper sequence in the IHSS Standard Contract and IHSS Standard IFB format, and is fully justified. Justification must include a factual basis for the change. Clauses of this type that are approved by CDSS will be introduced at forthcoming Contract Advisory Subcommittee meetings for possible inclusion in the IHSS Standard IFB and Standard Contract.

Should an unforeseen or unanticipated emergency situation arise that may not be addressed in regulation, CDSS will continue to assist the counties in resolving such situations.

The IHSS Standard IFB and Standard Contract are now available on a diskette. Please contact Mr. Sal Barajas of the Adult Services Management Branch, at (916) 229-4599 if you wish to receive the Standard IFB and Standard Contract on a diskette, or if you have any questions regarding this ACL.

Sincerely,



KAROL Z. WIDEMON
Deputy Director
Adult Services Division

enclosure

cc: County Welfare Directors Association
Division of Audits, Office of State Controller

STATE OF CALIFORNIA

**DEPARTMENT OF SOCIAL SERVICES
IN-HOME SUPPORTIVE SERVICES (IHSS)**

**STANDARD
INVITATION FOR BID
(IFB)**

AND

**STANDARD
IHSS CONTRACT**

REVISED: NOVEMBER 1996

IN-HOME SUPPORTIVE SERVICES (IHSS)
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STANDARD

INVITATION

FOR BID

REVISED: NOVEMBER 1996

COUNTY OF _____
DEPARTMENT OF SOCIAL SERVICES
(STREET ADDRESS)
(_____), CA _____

DATE _____
COUNTY IFB# _____
STATE IFB # _____

INVITATION FOR BID (IFB)
TO FURNISH
IN-HOME SUPPORTIVE SERVICES (IHSS)

I. PURPOSE

The COUNTY of _____, Department of Social Services (DSS), announces its intent to seek bids from organizations interested in contracting to furnish In-Home Supportive Services (IHSS) within and for the COUNTY of _____, hereinafter referred to as "COUNTY". The IHSS Program provides assistance to those eligible aged, blind and disabled individuals who are unable to remain safely in their own homes without this assistance. In seeking IHSS bids the COUNTY wishes to maximize options and ensure alternatives to out-of-home care for eligible aged, blind and disabled individuals. Those interested shall comply with the provisions of this Invitation For Bid (IFB) and if successful will be required to provide the services as specified in the standard contract marked "ATTACHMENT 4". It is the intent of the COUNTY of _____ to contract for these services (Contracts may be let for one, two or three years). Bidders are requested to submit bids for _____ service hours for the period of _____ through _____, _____ service hours for the period of _____ through _____, and _____ service hours for the period of _____ through _____. In accordance with Welfare and Institutions Code (WIC) Section 12302.1, the COUNTY, at the end of the first contract term, has the option to negotiate a renewal, without rebidding, for a period not to exceed one year.

Payment for services under any contract resulting from this IFB is dependent upon the availability of COUNTY, STATE, and FEDERAL funds. The COUNTY reserves the right to reject any and all bids as stipulated in California Department Social Services (CDSS) Manual of Policy and Procedures (MPP) sections 23-614 and 23-615. This IFB is promulgated in accordance with Title XIX and Title XX, of the Social Security Act; California State Welfare and Institutions Code, Sections 10553, 10554, 12300 et seq. and 14132 et seq.; and CDSS MPP Divisions 10, 19, 21, 22, 23, 30 and 46 et seq.; and California Department of Health Regulations, California Code of Regulations Title 22, Sections 50000 et seq., Office of Management and Budgets (OMB) Circulars.

Subsequent information regarding this IFB shall not be considered valid unless promulgated by the COUNTY.

II. DEFINITIONS

- A. An "Invitation For Bid" (IFB) - The COUNTY'S description, in document form, of specific services to be purchased, in addition to other contract requirements. Awards shall be made to the lowest, responsible and responsive bidder.
1. A "responsible bidder" - A bidder who:
- a) Has adequate financial resources, or the ability to obtain such resources as required during performance of the contract; and
 - b) Has the ability to comply with the proposed delivery or performance schedule, taking into consideration available expertise and any existing business commitments; and
 - c) Has no record of unsatisfactory performance, lack of integrity, or poor business ethics; and
 - d) Is otherwise qualified and eligible to receive an award under applicable statutes and regulations.
2. A "Responsive Bidder" - A bidder whose bid substantially complies with all requirements of the IFB.
- B. In-Home Supportive Services (IHSS) - An alternative to out-of-home care designed pursuant to the California Department of Social Services (CDSS) MPP Section 30-700. The IHSS Program provides assistance to those eligible aged, blind and disabled individuals who are unable to remain safely in their own homes without this assistance. Services are limited by the availability of funds.

The IHSS Program has two components, the Personal Care Services Program (PCSP) and the In-Home Supportive Services (IHSS) residual:

1. The Personal Care Services Program (PCSP) provides personal care services to eligible Medi-Cal beneficiaries pursuant to Welfare and Institutions Code Section 14132.95 and Title 22, California Code of Regulations, Division 3 and is subject to all other provisions of Medi-Cal statutes and regulations. The program is operated pursuant to California Department of Social Services MPP Division 30; and is funded by Title XIX of the Social Security Act, California General Funds, and County Funds.
2. The Non-Personal Care Services Program (IHSS Residual) is operated pursuant to CDSS MPP Division 30; and is funded by Title XX of the Social Security Act, California General Funds and County Funds.

- C. Recipients - Persons determined eligible by the COUNTY for IHSS. To be eligible, recipients must be living in their own homes within the boundaries of the COUNTY and must meet one of the following conditions:
1. Currently receive Supplemental Security Income (SSI) or State Supplementary Program (SSP) benefits
 2. Meets all SSI/SSP eligibility criteria including income, but does not receive SSI/SSP benefits.
 3. Meets all SSI/SSP eligibility criteria except for income in excess of SSI/SSP eligibility standards.
 4. Was once eligible for SSI/SSP benefits but became ineligible because of engaging in substantial gainful activity and meets all of the following conditions:
 - a) The individual was once determined to be disabled in accordance with Title XVI of the Social Security Act (SSI/SSP).
 - b) The individual continues to have the physical and mental impairments which were the basis of the disability determination.
 - c) The individual requires assistance in one or more areas specified under the definition of severely-impaired in CDSS MPP Division 30, section 753.
- D. Service hour - The basic unit of time to which the contractual hourly rate will apply and for which COUNTY will be billed and the CONTRACTOR paid in each billing cycle. A service hour is the actual time spent providing the services listed in the following section (Section III - Description of Services). The service hour does not include training time, travel time, break time or time spent by providers when recipients are not at home or refuse services.
- E. Compliance Audit - An audit that covers all fiscal and programmatic terms and conditions of the contract, which includes, but is not limited to:
1. Any adjustment that is made to the authorized hours of services being provided by the Contractor; i.e., compare authorized hours to hours actually served;
 2. The Contractor has served all requested hours seven days a week including nights, weekends and holidays;
 3. The Contractor has provided a 24-hour, 800 number telephone service to the provider/recipient for the IHSS program needs;

4. All County required contract reports are sent in a timely manner;
 5. All provider information and reports are maintained by the Contractor according to contract specifications;
 6. The Contractor has complied with the minimum and maximum wage and benefit requirements as specified in the contract;
 7. The recipient has received written notification of the grievance/appeal rights regarding CONTRACTOR'S delivery of service as specified in the contract.
 8. The Contractor has maintained a personnel file for each provider which includes, but is not limited to: provider name, address, telephone number, health insurance, and any other pertinent employee information, as well as documentation of provider training as described in Section VIII. L. i.e., the documentation of provider orientation training, skill development training for recipient care, and training on wages, benefits, and the completion/submission of timesheets.
 9. The Contractor has supported documentation of payments made to providers; i.e., who has signed and dated the timesheets; and the recipient has certified the time reported to have been worked;
 10. The Contractor has complied with the specified supervisor ratio and supervisor/recipient visits;
 11. The Contractor has submitted a current copy of the insurance policy to show actual cost for insurance premiums, and a copy of the insurance premium to show actual cost for workers compensation including the ex-mod rate;
 12. The Contractor is in compliance with the Welfare and Institutions Code, the CDSS Manual of Policies and Procedures, Title XIX and Title XX provisions as applicable to the IHSS Program;
 13. The Contractor is in compliance with the Equal Employment Opportunity rules and regulations as applicable to the IHSS Program;
- F. Financial audit - An audit to determine compliance with all financial provisions in this contract which includes, but is not limited to, all the financial records, accounts and documents, the provider wages, benefits, as well as the budget line items and the budget narrative pertaining to this contract.
- G. Monitoring - Monitoring means the activity necessary to assure compliance with regulations and contractual requirements.

H. Evaluation - Evaluation means the use of reviews to:

1. Determine the efficiency and effectiveness of social services delivery systems management, optimal utilization of resources and elimination of deficiencies in management information systems, administrative procedures structure.
2. Determine whether desired results or benefits are being achieved, whether the objectives established by the regulations are being met and whether the agency has evaluated alternatives which might yield desired results at lower costs.

III. DESCRIPTION OF SERVICES:

1. Domestic services are limited to the following:
 - a. Sweeping, vacuuming, washing and waxing of floor surfaces;
 - b. Washing kitchen counters and sinks;
 - c. cleaning the bathroom;
 - d. Storing food and supplies;
 - e. Taking out garbage;
 - f. Dusting and picking up;
 - g. Cleaning oven and stove;
 - h. Cleaning and defrosting refrigerator;
 - i. Bringing in fuel for heating or cooking purposes from a fuel bin in the yard;
 - j. Changing bed linen; and
 - k. Miscellaneous domestic services, e.g., changing light bulbs.
2. Heavy cleaning that involves thorough cleaning of the home to remove hazardous debris or dirt. The COUNTY shall have the authority to authorize this service, only at the time IHSS is initially granted, to enable the provider to perform continuous maintenance, or, if a lapse in eligibility occurs, eligibility is reestablished and IHSS services have not been provided within the previous 12 months. The COUNTY shall have the authority to authorize this service should the recipient's living conditions result in a substantial threat to his/her health/safety. Such service may also be authorized when a recipient is at risk of eviction for failure to prepare his/her home or abode for fumigation as required by statute or ordinance.
3. Related services limited to:
 - a. Preparation of meals includes such tasks as washing vegetables; trimming meat; cooking; setting the table; servicing the meal; cutting the food into bite-size pieces;
 - b. Meal cleanup including washing and drying dishes, pots, utensils and culinary appliances and putting them away;
 - c. Planning of meals;

- d. Routine mending, laundry, ironing, folding and storing clothes on shelves or in drawers;
- e. Reasonable food shopping and other shopping/errands limited to the nearest available stores or other facilities consistent with the recipient's economy and needs.

The COUNTY shall not authorize additional time for the recipient to accompany the provider.

4. Nonmedical personal services limited to:

- a. Bowel and bladder care such as assistance with enemas, emptying of catheter or ostomy bags, assistance with bed pans, application of diapers, changing rubber sheets, assistance with getting on and off commode or toilet;
- b. Respiration limited to nonmedical services such as assistance with self-administration of oxygen and cleaning of intermittent positive pressure breathing (IPPB) machines.
- c. Consumption of food consisting of feeding or related assistance to recipients who cannot feed themselves or who require assistance with special devices in order to feed themselves;
- d. Routine bed baths;
- e. Bathing, oral hygiene, grooming;
- f. Dressing;
- g. Rubbing of skin to promote circulation, turning in bed and other types of repositioning, assistance on and off the seats and wheelchairs, or into or out of vehicles, and range of motion exercises which shall be limited to the following:
 - 1) General supervision of exercises which have been taught to the recipient by a licensed therapist or other health care professional to restore mobility restricted because of injury, disuse or disease.
 - 2) Maintenance therapy when the specialized knowledge and judgment of a qualified therapist is not required and the exercises are consistent with the patient's capacity and tolerance.

Such exercises shall include the carrying out of maintenance programs; i.e., the performance of the repetitive exercises required to maintain function, improve gait, maintain strength, or endurance; passive exercises to maintain range of motion in paralyzed extremities; and assistive walking.

- h. Moving into and out of bed
 - i. Care of and assistance with prosthetic devices and assistance with self-administration of medications.

Assistance with self-administration of medications consists of reminding the recipient to take prescribed and/or over-the-counter medications when they are to be taken and setting up medi-sets.
 - j. Routine menstrual care limited to application of sanitary napkins and external cleaning.
 - k. Ambulation consisting of assisting the recipient with walking or moving the recipient from place to place.
5. Transportation services when the recipient's presence is required at the destination and assistance is necessary to accomplish the travel are limited to:
- a. Transportation to and from appointments with physicians, dentists and other health practitioners;
 - b. Transportation necessary for fitting health related appliances/devices and special clothing;
 - c. Transportation under a. and b. shall be authorized only after social service staff have determined that Medi-Cal will not provide transportation in the specific case;
 - d. Transportation to the site where alternative resources provide in-home supportive services to the recipient in lieu of IHSS.
6. Yard hazard abatement, which is light work in the yard, may be authorized for:
- a. Removal of high grass or weeds and rubbish when this constitutes a fire hazard;
 - b. Removal of ice, snow or other hazardous substances from entrances and essential walkways when access to the home is hazardous.

(NOTE: CLAUSES III.7., III.8., AND III.9., ARE FOR USE AT THE COUNTY'S DISCRETION. COUNTIES ARE TO SELECT FROM THESE CLAUSES THOSE THAT REPRESENT SERVICES THE COUNTY WANTS PROVIDED THROUGH THE CONTRACT MODE. DELETE THIS NOTE ALONG WITH ANY OF THESE CLAUSES THE COUNTY DOES NOT INTEND FOR INCLUSION IN THIS CONTRACT PRIOR TO DISTRIBUTION OF THE IFB. CROSS REFERENCE ATTACHMENT "4" PAGE 7)

7. Protective supervision consisting of observing recipient behavior in order to safeguard the recipient against injury, hazard, or accident.

a. This service is available for monitoring the behavior of nonself-directing, confused, mentally impaired, or mentally ill persons with the following exceptions:

- 1) Protective supervision does not include friendly visiting or other social activities;
- 2) Supervision is not available when the need is caused by a medical condition and the form of the supervision required is medical;
- 3) Supervision is not available in anticipation of a medical emergency;
- 4) Supervision is not available to prevent or control antisocial or aggressive recipient behavior.

b. Protective supervision is available under the following conditions:

- 1) Social services staff has determined that a 24-hour need exists for protective supervision and that the recipient can remain at home safely if protective supervision is provided; and
- 2) Services staff determines that the entire 24-hour need for protective supervision can be met through any of the following or combination of the following:
 - a) In-Home Supportive Services;
 - b) Alternative resources;
 - c) A reassurance phone service when feasible and appropriate.

Feasibility and appropriateness will be determined exclusively by the social service staff.

The proposed method of meeting protective supervision need MUST be approved by the COUNTY. Discretion of the CONTRACTOR is not allowed.

8. Teaching and demonstration services are provided by IHSS providers to enable recipients to perform for themselves, services which they currently receive from IHSS.

Teaching and demonstration services are limited to instruction in those tasks listed in CDSS MPP 30-757.11, .13, .14, and .16.

- a. This service shall be provided by persons who have successfully completed at least _____ hours of training as evidenced by a valid certificate;
 - b. This service shall only be provided when the provider has the ability to do so effectively and safely.
9. Paramedical services are provided under the following conditions:
- a. The services shall have the following characteristics:
 - 1) Are activities which persons would normally perform for themselves but for their functional limitations;
 - 2) The activities which, due to the recipient's physical or mental condition, are necessary to maintain the recipient's health.
 - b. The services shall be provided when ordered by a licensed health care professional who is lawfully authorized to do so. The licensed healthcare professional shall be selected by the recipient;
 - c. The services shall be provided under the direction of the licensed health care professional
 - d. The licensed health care professional shall indicate to social services staff the time necessary to perform the ordered services.

IV. COUNTY INFORMATION

The following information about the COUNTY of _____ is provided as background information to assist the prospective bidders in preparing their bids

(NOTE: This COUNTY specific section shall include things such as demographic information, size and characteristics of IHSS and SSL/SSP population, service delivery information. Include a statement noting the existence of any collective bargaining agreement between the current contractor and its workers which is currently in effect within the COUNTY For example: In accordance with CDSS MPP Section 23-610 (d) 22 be informed that a collective bargaining agreement between the current contractor and its workers is in effect within _____ COUNTY. Please delete this note prior to distribution of the IFB.)

V. BID PROCESS

A. BIDDERS

Response to this IFB is open to Public Agencies, nonprofit agencies, for-profit agencies, proprietary business entities or any other qualified IHSS provider.

B. PERIOD OF OFFER

Response to this IFB constitutes an irrevocable offer to the COUNTY of _____ to perform according to the bid specifications. The offer shall be irrevocable for a period of not less than 120 days from the date of bid opening.

C. BIDDER'S CONFERENCE

There will be a public bidders' conference to respond to any questions regarding this IFB, the submission of bids and the bid process on (date) at (time) in (address). Attendance is not mandatory; however, all questions must be submitted in writing by _____ p.m. on (date). The COUNTY reserves the right to decline to respond to any question if, in the COUNTY'S assessment, the information cannot be obtained and shared with all potential bidders in a timely manner. A summary or transcript of the conference, which will include all questions and responses deemed relevant and appropriate by the COUNTY, will be distributed to all potential bidders, by (date).

Questions should be addressed to:

NAME _____

ADDRESS _____

D. SUBMISSION OF BIDS

1. Sealed bids must be received no later than (time), on (date) at:

NAME _____

ADDRESS _____

Late bids shall not be considered. Reliance on the postal service will not excuse late bids.

2. All bids are final after the filing deadline. No adjustment or modification shall be permitted after that time. Postmarks will not be accepted as meeting this requirement. Any bid received after the exact time specified for receipt will not be considered unless it is received before award is made and it is determined by the COUNTY that the late receipt was due solely to mishandling by the COUNTY after receipt at the designated address.

The only acceptable evidence to establish whether a bid is late or meets the exception listed above shall be the time of receipt at the COUNTY as determined by the time date stamp of the COUNTY on the bid wrapper or other evidence of receipt maintained by the COUNTY.

3. Bidders must be aware that the submission of a bid in response to this IFB may create a contractual liability to perform according to the enclosed contract if the bid is accepted by the COUNTY for award of the contract.

E. PUBLIC BID OPENING

1. Bids will be publicly opened and read on (date), at (time), in (location), and relevant information announced to the parties present will include: IFB number; submission date; general description of service being procured; names of bidders, prices bid; and any other information the COUNTY determines necessary. (CDSS MPP Section 23-612.3)
2. (Name, person and title) or his/her designee will open, read and record the bids.
3. A verbal summary of the bids will be provided to the bidders in person or by telephone until (time), on (date). Bidders wishing this information transmitted to them by telephone, collect, must submit a telephone number and the name of the contact person in a letter separate from the bid package. The same information will be supplied as was disclosed at the bid opening.
4. Examination of copies of bids by interested persons shall be permitted after the bid opening until (time), or (date). However, original bids shall not be circulated. Requested copies will be provided at requester's expense.

F. BID REVIEW AND EVALUATION CRITERIA

1. A bid Review Committee will review the bids to determine whether the bid is responsive and the bidder is responsible.
2. In accordance with CDSS MPP 23-601.25 a responsive bidder is one whose bid substantially complies with all requirements of the IFB.
3. In accordance with CDSS MPP Section 23-601.24 a responsible bidder is one who:
 - a) Possesses adequate financial resources, or the ability to obtain such resources as required during the performance of the contract; and
 - b) Has the ability to comply with the proposed delivery or performance schedule, taking into consideration available expertise and any existing business commitments; and
 - c) Has no record of unsatisfactory performance, lack of integrity, or poor business ethics; and

- d) Is otherwise qualified and eligible to receive an award under applicable statutes and regulations.
- 4. In accordance with CDSS MPP Section 23-601.24, if, in the course of the bid evaluation, it is discovered that any officer, consultant, or employee of the bidding firm has been convicted, or had judgment or conviction involving fraud, the COUNTY, depending on their analysis of the relationship and circumstances involved, may declare the bidder non-responsible.
- 5. In accordance with CDSS MPP Section 23-601.24, if, in the course of the bid evaluation, it is discovered that the bidding firm has failed to complete or comply with the provisions of a contract for IHSS Services, the COUNTY, depending on their analysis, may declare the bidder non-responsible.
- 6. In accordance with CDSS MPP Section 23-601.25 any bid may be declared irregular and not considered for award of the contract if it is conditional, incomplete or not responsive to the IFB, or contains any alteration of forms or irregularity that would prevent it from being compared to other bids.
- 7. In accordance with CDSS MPP Section 23-614 and 23-615, the COUNTY reserves the right to cancel the procurement process and reject any and all bids. The justification supporting the reason for any type of rejection shall be submitted to the bidder(s) in writing.
- 8. In accordance with CDSS MPP Sections 23-611 and 23-615, the COUNTY reserves the right to waive any bid irregularity, but this will not relieve the Contractor from full compliance with the bidding requirements if awarded the contract.
- 9. Any attempt by a bidder, or agent thereof, to contact the COUNTY or a member of the Bid Review Committee regarding the bid process during the review process may be considered tampering and may result in the disqualification of that bidder from consideration.
- 10. In accordance with CDSS MPP Sections 23-620.2, and 23-625.2, after all bids have been evaluated, the Bid Review committee shall notify all bidders in writing of the decision for award recommendation as well as the date and time of any public hearing on the proposed contract. The public hearing shall be scheduled with sufficient time prior to the effective date of the contract to allow for resolution of any unresolved protests to the award.

G. PROTEST

1. Following the notification of the recommendation to award a contract, protests may be submitted to the COUNTY regarding the IFB process and selection of the CONTRACTOR. Protests shall be received within ____ calendar days immediately following the date of notification of the recommendation to award a contract.
2. Protests shall be in writing and must be addressed to:
Name, Title
COUNTY of _____
Department of _____
Address
City, CA Zip
3. Protests shall state the reason for the protest, citing the law, rule, regulation, or practice on which the protest is based.
4. The COUNTY shall respond in writing to the protester within ten (10) working days of the receipt of protest. Notification shall include the final decision on the protest and the basis for the decision.

H. CONTRACT AWARD

1. The final selection will be made on the basis of the lowest total cost over the one, (two or three)year period submitted by a responsive, responsible bidder.
2. All bidders will be notified of the award recommendation as well as the date and time of the public hearing on the proposed contract.
3. The public hearing shall be held prior to the effective date of the contract, consistent with the requirements of CDSS MPP Section 23-625.2.
4. At this public hearing, the Board of Supervisors or its delegated county department may award the contract. All bidders will be officially notified in writing of that decision.

I. CALIFORNIA DEPARTMENT OF SOCIAL SERVICES REVIEW AND APPROVAL

1. The contract that is let as a result of the IFB is ***not*** subject to prior review and approval by the CDSS.
2. The contract is contingent upon the availability of COUNTY, State and Federal funds.

J. EXECUTION OF CONTRACT

The COUNTY will execute the contract with the selected bidder if the award recommendation and proposed contract are approved by the County Board of Supervisors or its delegated county department. If the Contractor for this contract term is other than the current Contractor the transition period for setting up the new Contractor's operation shall commence on _____.

K. TIMELINE:

1. Publish IFB announcement in newspapers, etc. and issuance of IFB. _____
2. Deadline for submittal of written questions regarding the IFB. _____
3. Bidders' Conference. _____
4. Response to written questions and Bidders Conference minutes
mailed to potential bidders. _____
5. Bid submission and opening of Bids _____
6. Review of Bids by COUNTY. _____
7. Notification to bidders of County's recommendation of
award (Protest period begins). Submission of award recommendation
package to Board of Supervisors or delegated county
department. _____
8. Last day for submittal of protests _____
9. Notification to bidders of protest response and resolution. _____
10. Required Public Hearing _____
11. Award of Contract, _____
12. Copy of fully executed contract and County Board of Supervisor's
resolution to CDSS for CMIPS rate change and cost reimbursement
purposes _____
13. Contract transition commencement date. _____
14. Contract Commencement Date. _____

VI. GENERAL INFORMATION

A. Contract

ATTACHMENT 4 of the IFB constitutes the contract which will result from this IFB. In accordance with CDSS MPP 23-601.25, to be found responsive, the bid must substantially comply with each item delineated within this IFB. Each bidder must certify, in writing, agreement with the terms of the IFB and the proposed contract. (See **ATTACHMENT 1** - Bid Summary Sheet).

B. Governing Laws and Regulations

Bidders will be required to conform to all applicable provisions of law and regulations. These shall include but not be limited to the Social Security Act, the Civil Rights Act, the Clean Air Act, applicable federal regulations, State Energy Efficiency Plan, California Welfare and Institutions Code, the Department of Health Regulations, and the California Department of Social Services Manual of Policies and Procedures.

C. Contract Hours

(NOTE: COUNTY MUST DECIDE TO LET A ONE, TWO OR THREE YEAR CONTRACT. PLEASE DELETE THIS NOTE PRIOR TO IFB DISTRIBUTION. CROSS REFERENCE ATTACHMENT "4" PAGE 19 AND 28)

The maximum contract hours for the period ____ through ____ (first year) shall be ____ hours. The maximum contract hours for the period ____ through ____ (second year) shall be ____ hours. The maximum contract hours for the period ____ through ____ (third year) shall be ____ hours.

D. Hiring of Contract Providers and Wages and Benefits

The bidder awarded the contract shall offer continued employment to providers currently employed by the incumbent Contractor as of ____ to maintain continuity of services in carrying out the program. Existing providers who accept the offer of employment are to be paid, at a minimum, at their current wage and benefit rate or the minimum required by law whichever is greater. New providers shall be paid at rates consistent with the details set forth in the successful bid.

Vacation, sick leave, holidays, health insurance and dental benefits are considered employee benefits. Travel mileage is not a benefit. Entry level wages for providers shall be no less than \$____.

To conform with CDSS MPP Section 30-767.123, the CONTRACTOR (to the fullest extent possible) must give employment preference to all prospective providers who are recipients of public assistance, Greater Avenues For Independence (GAIN) participants or other low-income persons who would qualify for public assistance in the absence of such employment. This may include an informal written agreement with the local GAIN program to refer appropriate, employment-ready GAIN participants to CONTRACTOR for job placement.

CONTRACTOR shall deliver all of the required services at the time the services are needed, including weekends and nights. CONTRACTOR shall ensure availability of sufficient substitute workers during providers' vacations, sick leave and holidays so that recipients will not be deprived of authorized services.

E. Maximum Allowable Rate

The maximum allowable contract rate for COUNTY is \$____ per hour. Any bid in excess of this rate will be found non-responsive to this IFB.

F. Personal Care Services Program Enrollment

The CONTRACTOR will become the enrolled provider in the contract mode for the Personal Care Service Program (PCSP). This will occur as soon as the COUNTY has a signed enrollment form from the CONTRACTOR in its possession. The CONTRACTOR shall, at a minimum, certify the following:

1. All employees of the contract agency are qualified to provide the care authorized;
2. All claims submitted to the COUNTY for services to recipients of the Personal Care Services Program (PCSP) and provided by the contract agency, will be provided as authorized for the recipient;
3. That payment of the claims will be from federal and/or state funds and that any false statement, claim, or concealment of information may be prosecuted under federal, and/or state laws; and,
4. That services will be offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.

Relatives are excluded from PCSP funding. Relatives for this purpose are defined as either parents of a minor child or spouse.

In all respects the CONTRACTOR shall comply with Federal, State and COUNTY reporting requirements.

VII. SUBMISSION REQUIREMENTS

A. Directions

The sealed bid package shall be labeled 'BID TO FURNISH IN-HOME SUPPORTIVE SERVICES TO THE COUNTY OF _____,' and shall be submitted according to the directions provided herein. The bid shall be submitted with all pages and forms labeled and attached in the order given. Bidders are cautioned to provide thorough and comprehensive information. The bid package will be used to determine whether the bid is responsive and the bidder is responsible. Submission of all information is required. The bidder agrees to provide the COUNTY any other information necessary for an accurate determination of the prospective Contractor's qualifications to perform the services requested.

B. Bid Format

The bid should be prepared simply and economically, providing a straightforward, concise delineation of the bidder's capabilities to satisfy all requirements of this IFB and the proposed contract. Costs for developing the bid are to be borne by the bidder. Once submitted, the bid shall become the property of the COUNTY.

C. Copies

Each bidder shall submit (number) originals and (number) complete copies (minimum: two originals and ten complete copies.)

D. Joint Ventures

If the provision of services under the proposed contract will involve a joint venture agreement between the bidder and another entity, the bid shall be signed by all parties to the joint venture. If such a joint venture bid results in a contract award, the contract shall be signed by all parties to the joint venture.

VIII. STRUCTURE OF THE BID PACKAGE

This section specifies the information which will be used to determine whether the bidder is responsive and responsible. Submission of all information is required. The bidder is advised to respond thoroughly and completely.

Each bid response package must contain a Table of Contents showing page numbers using this format. All pages must be numbered consecutively. EXHIBITS, CHARTS, AND OTHER DATA MUST BE CLEARLY IDENTIFIED BUT NOT NUMBERED AS PART OF THE BID RESPONSE NUMBERING SEQUENCE SINCE THEY WILL BECOME PART OF THE EXECUTED CONTRACT. At the time of execution the COUNTY will number such exhibits, charts and other data to conform to the contract.

A. Budget (Identify this section separately as **EXHIBIT "A"**)

1. Complete a separate budget for each contract year. Calculate the hourly cost for each line item to the fourth decimal place. The required budget form and budget narrative instructions are provided as **EXHIBIT "A"**.
2. Complete a separate budget and budget narrative for each budget year according to the budget narrative instructions, which are provided in **EXHIBIT "A"**.

Once the contract is awarded, **EXHIBIT "A"**, the Budget(s) and Budget Narrative(s) will be attached and incorporated by reference into the contract.

B. Articles of Incorporation

Provide as **EXHIBIT "B"** a copy of:

1. The articles of incorporation;
2. The by-laws; and
3. If the bid includes a partnership joint venture, provide copies of agreements, and specify the role, responsibility, and the level of authority of each party.

Once the contract is awarded, **EXHIBIT "B"** will be attached and incorporated by reference into the contract.

C. Certified Audited Financial Statement

1. Provide as **EXHIBIT "C"** a complete financial statement based on an audit not more than eighteen (18) months old at the time of submission, certified by an Independent Certified Public Accountant. If the audit contains any exceptions or recommendations, include information on how the exceptions were resolved and how the recommendations were implemented. If audit exceptions are not yet resolved, provide a status report detailing plans for completion of recommendations.
2. Provide a complete copy of the bidder's most recent financial statement not more than three (3) months old at the time of submission.

These statements should clearly identify the financial condition of the bidder's immediate business entity as well as that of the corporate structure if such exists. These required financial statements shall be prepared in conformity with generally accepted accounting procedures.

3. If the bidder intends that another corporation(s) and/or parent organization will provide financial support in any way to the contract, the organization(s) involved must file a binding certification as to the extent of its (their) support.

Such certification must be dated and signed by a corporate officer authorized to make such a commitment. If the organization(s) is (are) to be responsible for any and all operations of the bidder, it must be so certified.

Additionally, the financial statements, insurance and bonding requirement will also apply to the secondary organization(s). Financial statements of the secondary organization(s) shall be provided with this bid.

Once the contract is awarded, **EXHIBIT "C"** will be attached and incorporated by reference into the contract.

D. Statement of Experience

1. Provide as **EXHIBIT "D"** the following information:
 - a. Number of years in business under current name, as well as related prior business names.
 - b. Number of years experience providing IHSS-related services.
 - c. Copy of business license.
 - d. The following information on all contracts in IHSS-related fields during the last five (5) years:
 - 1) List each contracting agency;
 - 2) Address of each contracting agency;
 - 3) Term of each contract;
 - 4) Dollar amount of each contract;
 - 5) Contact person for each contract;
 - 6) Telephone number for the contact person in each contract; and
 - 7) Type of service performed by each contract.
2. Provide in detail, information on any breach or noncompliance, failure or refusals to complete a contract. Also include information on early termination and details of any liquidated damages assessed by any California COUNTY IHSS Program during the last five (5) years.
3. Provide information on any controlling interest in other firms providing equivalent or similar services, including, but not limited to, Home Health Agencies or nursing services, or ownership or control by any other person or organization.
4. Provide information on any financial interest in other lines of business.
5. Provide the names of persons and corporations with whom the bidder has been associated in business as partners or business associates in each of the last five years.
6. Provide in detail, information on any litigation past, present or pending litigation involving bidder or principal officers of bidder's organization, in connection with any contracts. Provide details on each instance of litigation.

7. Provide information on the service experience, equivalent or similar experience, of principal individuals of the bidder's present organization in the area of financial and management responsibility and social service delivery, including:
 - a. Names of principal individuals of present organization;
 - b. Current position in present organization; and
 - c. Years of service experience, including capacity, magnitude, and type of work.
8. Provide a list of major equipment to be used for the direct provision of services under this contract. Include the following for each item of equipment to be used:
 - a. Name
 - b. Description
 - c. Quantity
 - d. Guaranteed useful life of item
 - e. Purchase price
 - f. Depreciation amount used
 - g. Current book value
9. Provide the names, addresses and phone numbers of at least four references who can substantiate bidder's experience and qualifications in the areas of grants between the bidder and each reference.
10. Provide a list of commitments, and potential commitments which may impact assets, lines of credit, guarantor letters, or otherwise affect the bidder's ability to perform the contract.

Once the contract is awarded, **EXHIBIT "D"** will be attached and incorporated by reference into the contract.

E. Organizational Structure

1. Provide as **EXHIBIT "E"** information regarding the existing and/or proposed local organizational structure within ____ COUNTY and, where applicable, outside of COUNTY.
2. Provide organizational tables and charts showing administrative accountability from top management level through provider level.
3. Provide a time schedule for implementation of all proposed changes in organizational structure that would result from award of this contract.

4. Show the relationship between the existing or proposed ____ COUNTY organization and the main office, if the headquarters of the applicant is located outside of ____ COUNTY.
5. If the bid involves a partnership or joint venture agreement, provide each of the above attachments for the secondary organization.

Once the contract is awarded, **EXHIBIT "E"** will be attached and incorporated by reference into the contract.

F. Subcontracting

Provide as **EXHIBIT "F"** statement regarding the intent to subcontract. If subcontractors are to be utilized, list each subcontractor and identify responsibilities, tasks, schedule and costs, resumes of key personnel, and contractual relationships. Contractor shall obtain prior written approval from the COUNTY before subcontracting any of the services delivered under this contract. Any subcontracting will be subject to all applicable provisions of this contract, and all applicable County, State and Federal regulations.

The Contractor shall be held responsible by the COUNTY for the performance of any subcontractor. The subcontract(s) must be included in the bid package submitted to the County for approval.

Once the contract is awarded, **EXHIBIT "F"** will be attached and incorporated by reference into the contract.

G. Working Capital

Provide as **EXHIBIT "G"** a written statement which reflects sufficient working capital to meet the fiscal demands of this contract. The bidder must be able to show capability of providing sufficient working capital and cash flow for ____ month(s) of the contract, because the CONTRACTOR will be paid by the COUNTY on a reimbursement basis. At the start of the contract, available capital, specific to this contract, must equal the total hourly rate times the estimated service hours for a ____ month period (minimum one month). The bidder must submit either one or a combination of the following:

1. A financial statement reflecting existing cash flow; and/or
2. A written and certified line of credit committed solely to this contract by a reputable and recognized financial lending or other institution.
3. Bidders who intend to provide for working capital through loans from financial or other institutions must supply a written commitment from such institution that it will provide a specified maximum line of credit that is available solely for this contract. The "Line of Credit" will be contingent on contract award.

As an option, at the time of submission of the bid package, a letter of intent may be submitted from a reputable and recognized financial institution in lieu of the Irrevocable Letter of Credit. Within _____ working day(s) of notification of award of the contract, the successful bidder must present a certified irrevocable Letter of Credit.

Once the contract is awarded, **EXHIBIT "G"** will be attached and incorporated by reference into the contract.

H. Job Descriptions and Qualifications (Identify this section separately as **EXHIBIT "H"**)

Provide job descriptions and position qualifications of all administrators and other staff involved directly in the performance of the contract.

Once the contract is awarded, the Job Descriptions and Qualifications **EXHIBIT "H"** will be attached and incorporated by reference into the contract.

I. Employee Compensation (Identify this section separately as **EXHIBIT "I"**)

1. Provide as **EXHIBIT "I-1"** the salary levels and step merit increases for each class of employees, clearly indicating the lowest and highest wage and each step merit increase for each class. (See item V.J. of the standard contract) Include a description of the factors used to determine each employees' starting salary and related promotional and step merit increase requirements, including the amount of time worked, the difficulty of assignments, etc.

This employee compensation description is considered to be a firm commitment and MUST NOT BE CONDITIONAL or PROPOSED.

2. Provide as **EXHIBIT "I-2"** the mileage rate at which employees will be reimbursed, who is eligible, and any conditions, limits, etc.
3. Provide as **EXHIBIT "I-3"** a description of any health and dental insurance to be provided to employees who are eligible; include any conditions; or limits; etc.
4. Provide as **EXHIBIT "I-4"** information on paid vacation, holidays, and sick leave; how much is provided; who is eligible; etc.

Once the contract is awarded, **EXHIBIT "I-1" through "I-4"** will be attached and incorporated by reference into the contract.

The wages and benefits contained in **EXHIBIT "I-1" through "I-4"** shall be considered MINIMUMS.

J. Disclosure of Ownership and Control Interest Statement

Provide as **EXHIBIT "J"** the attached Ownership and Disclosure Statement (HCFA-1513), completed in full.

Once the contract is awarded, **EXHIBIT "J"** will be attached and incorporated by reference into the contract.

K. Insurance and Bonding (Identify this section as **EXHIBIT "K"**)

Provide as evidence of insurance coverage which meet the minimums set forth in the Standard Contract Sections VI.H and VI.I.

Evidence shall be in writing from a generally recognizable, responsible insurer.

Once the contract is awarded, **EXHIBIT "K"** will be attached and incorporated by reference into the contract.

L. Provider Orientation/Skill Development/Training Plan (Identify this section separately as **EXHIBIT "L"**).

Provide a description of the Provider Orientation, skill development and Training Plan that meets the requirements as outlined below and in Section IV.A. of the attached standard contract. Provide the actual cost of the orientation, skill development and training plan and the documentation of any cost involved with the development of the training. Attach a copy of the orientation, skill development and training plan packet with the bid:

1. Provide an initial mandatory orientation, pursuant to CDSS MPP Divisions 19 and 21 to each new and existing service provider within one month of hiring or initiation of contract. This will include training in specific tasks to be performed. Such training shall be performed pursuant to the plan within this section L, which will be identified as **EXHIBIT "L"**.
2. Provide a complete skill development package. Skill development is training that has a direct relationship to job competencies required of a home care worker that will enable them to provide safe, efficient and appropriate personal care services.

The CONTRACTOR shall assess the skill level of each employee in relation to the personal care services they will be required to perform and shall provide training that relates to job competencies.

The CONTRACTOR shall maintain records of all employee skill assessments and specific training provided to meet minimum standards of competency. These records shall be made available to the COUNTY upon request.

3. Include Contractors' guidelines for preventing the transmission of Blood-Borne Pathogens in accordance with General Industry Safety Orders Section 5193, Title 8 of the California Code of Regulations. (This section is promulgated by Department of Industrial Relations, Division of Occupational Safety and Health) (Cal/OSHA).

Once the contract is awarded, **EXHIBIT "L"** will be attached and incorporated by reference into the contract.

M. Recipient Grievance System (Identify this section separately as **EXHIBIT "M"**)

Provide a description of the system by which recipients of service shall have the opportunity to express and have considered their views, grievances and complaints regarding contractors' delivery of services. All grievances and their results shall be sent to the COUNTY in a required monthly report, in a format approved by the COUNTY.

Describe in full detail the manner in which recipients will be notified of their right to express their views, grievances and complaints. CONTRACTOR shall provide a form for the recipient to express their grievance and complaint. This form must be approved by the COUNTY.

Once the contract is awarded, **EXHIBIT "M"** will be attached and incorporated by reference into the contract. See Section IV.A. of the standard contract (**ATTACHMENT "4"**).

N. Personal Care Service Program Contractor Enrollment Form (Identify this section separately as **EXHIBIT "N"**)

Provide as **EXHIBIT "N"** the attached Personal Care Service Program Enrollment Form, completed in full.

Once the contract is awarded, **EXHIBIT "N"** will be attached and incorporated by reference into the contract. See Section IV.A.36. of the standard contract (**ATTACHMENT "4"**).

O. Disclosure of Lobbying Activities Form (Identify this section separately as **EXHIBIT "O"**)

Provide as **EXHIBIT "O"** the attached Disclosure of Lobbying Activities Form, completed in full.

Once the contract is awarded, **EXHIBIT "O"** will be attached and incorporated by reference into the contract. See Section VI.R.2. of the standard contract (**ATTACHMENT "4"**).

- P. Minority/Woman/Disabled Vet Business Enterprises Certification (Identify this section separately as **EXHIBIT "P"**)

Provide as **EXHIBIT "P"** the attached Minority/Woman/Disabled Vet Business Enterprises Certification, completed in full.

Once the contract is awarded, **EXHIBIT "P"** will be attached and incorporated by reference into the contract. See Section VI.T. of the standard contract (**ATTACHMENT "4"**).

- Q. Forms/Formats and Records

(NOTE: PLEASE DELETE THIS NOTE AND, IF THE COUNTY CHOOSES TO NOT USE ITS OWN FORMS/FORMATS AND RECORDS, THIS CLAUSE PRIOR TO DISTRIBUTION OF THE IFB. CROSS REFERENCE PAGE 51 AND ATTACHMENT "4" PAGES 36 AND 54)

EXHIBIT "Q" is to be completed by the COUNTY. Include copies of any forms that the COUNTY wants the Contractor to use for data collection and/or submission of reports. These forms should provide a format to follow and clearly identify what records the COUNTY wants the Contractor to keep and/or report on.

Once the contract is awarded **"EXHIBIT "Q"** will be attached and incorporated by reference into the contract.

- R. Bid Summary Sheet Instruction

Complete the Bid Summary Sheet form provided as **ATTACHMENT "1"** of this IFB.

Note these instructions for stating the bid amounts:

1. The rate per hour for each year shall be the hourly rate from the line item budget for each year, rounded to the nearest cent.
2. The total dollar amount of the contract shall be determined by multiplying the hourly rate bid for each year by the respective number of hours for each year and adding the annual amounts. If the hourly rate has not been rounded to the nearest cent, rounding will be done by the Bid Review Committee prior to determining the total dollar amount of the contract.
3. The composite hourly rate shall be determined by dividing the total dollar amount of the contract by the total number of hours contracted. The composite hourly rate, rounded to the nearest cent, shall be the amount by which the lowest bid is determined. In the event of a tie, the composite hourly rate will be recalculated to four (4) decimal places, using the line item budget totals for each year.

REQUIRED CONTRACT BUDGET -- EXHIBIT "A"
NOTE: SUBMIT ONE BUDGET FOR EACH CONTRACT YEAR

COUNTY _____
 CONTRACTOR _____
 PERIOD BEGINNING _____
 TOTAL SERVICE HOURS FOR PERIOD _____

DATE _____
 PERIOD ENDING _____
 HOURLY RATE _____

	TOTAL COST	HOURLY RATE
IHSS PROVIDER WAGES		
FULL TIME	_____	_____
PART TIME	_____	_____
IHSS PROVIDER EMPLOYMENT TAXES		
SOCIAL SECURITY (FICA)	_____	_____
FEDERAL UNEMPLOYMENT INS. (FUTA)	_____	_____
STATE UNEMPLOYMENT INS.(SUI)	_____	_____
STATE DISABILITY INS. (SDI)	_____	_____
IHSS PROVIDER WORKER'S COMPENSATION	_____	_____
IHSS PROVIDER EMPLOYMENT BENEFITS		
VACATION	_____	_____
SICK LEAVE	_____	_____
HOLIDAY	_____	_____
HEALTH INSURANCE	_____	_____
DENTAL INSURANCE	_____	_____
IHSS PROVIDER TRAVEL COSTS		
TRAVEL WAGES	_____	_____
MILEAGE	_____	_____
IHSS PROVIDER ORIENTATION/SKILL DEVELOPMENT TRAINING		
TRAINING WAGES	_____	_____
TRAINING STAFF/CONSULTANTS	_____	_____
OTHER TRAINING COSTS (SPECIFY)	_____	_____
ADMINISTRATIVE SALARIES		
LOCAL ADMINISTRATION	_____	_____
CLERICAL	_____	_____
IHSS SUPERVISORS	_____	_____
SALARIES TO OWNERS/OFFICERS/DIR.	_____	_____
ADMINISTRATION TAXES		
SOCIAL SECURITY (FICA)	_____	_____
FEDERAL UNEMPLOYMENT INS. (FUTA)	_____	_____
STATE UNEMPLOYMENT INS. (SUI)	_____	_____
STATE DISABILITY INS. (SDI)	_____	_____

REQUIRED CONTRACT BUDGET -- EXHIBIT "A"

	TOTAL COST	HOURLY RATE
ADMINISTRATIVE WORKER'S COMPENSATION	_____	_____
ADMINISTRATIVE BENEFITS		
VACATION	_____	_____
SICK LEAVE	_____	_____
HOLIDAY	_____	_____
HEALTH INSURANCE	_____	_____
DENTAL INSURANCE	_____	_____
ADMINISTRATIVE TRAVEL		
TRAVEL WAGES	_____	_____
MILEAGE	_____	_____
INSURANCE AND BONDING		
LIABILITY INSURANCE	_____	_____
AUTOMOBILE INSURANCE	_____	_____
FIDELITY BOND	_____	_____
PERFORMANCE BOND	_____	_____
LETTER OF CREDIT	_____	_____
OFFICE EXPENSE		
RENT	_____	_____
MAINTENANCE/JANITORIAL	_____	_____
UTILITIES	_____	_____
EQUIPMENT (NEW)	_____	_____
EQUIPMENT MAINTENANCE	_____	_____
EQUIPMENT DEPRECIATION		
(PURCHASED PRIOR)	_____	_____
ACCOUNTING AND DATA PROCESSING	_____	_____
TELEPHONE	_____	_____
POSTAGE	_____	_____
PHOTOCOPYING/PRINTING	_____	_____
SUPPLIES	_____	_____
PERSONNEL ADVERTISING	_____	_____
OTHER COSTS	_____	_____
PROFIT (PROPRIETARY FIRMS)	_____	_____
AUDIT	_____	_____
TOTAL COST	_____	_____
HOURLY RATE	_____	_____

EXHIBIT "A" (continued)

REQUIRED LINE ITEM BUDGET AND BUDGET NARRATIVE INSTRUCTIONS

Each bidder is required to complete a separate line item budget and budget narrative for each year of the contract. The narrative shall state the total dollar amount and the hourly cost. The narrative shall show the basis for the cost figure including computations explaining each line item in the budget.

All figures and computations MUST be clearly explained using the guidelines provided below.

IHSS PROVIDER WAGES:

Include the actual wage dollars to be paid to IHSS providers for direct service hours. Wages must not be less than wages currently paid to contract providers in _____ COUNTY. The basis for the figures used in the budget must be consistent with requirements and information provided in section VI.D., attachment 2 and 3 of this IFB.

Indicate titles, number of positions, salaries and step merit increases of all provider level staff. Include the computations used to determine this cost.

IHSS PROVIDER EMPLOYMENT TAXES:

1. SOCIAL SECURITY (FICA): Describe the basis for computations of the budget amount and tax rate applied.
2. FEDERAL UNEMPLOYMENT INSURANCE (FUTA): Describe the basis for computation of the budget amount showing rates used, amount of gross wages and taxable wages.
3. STATE UNEMPLOYMENT INSURANCE (SUI): Describe the basis for computation of the budget amount and the rate applied. Include the most recent State Unemployment insurance rate determination letter.
4. STATE DISABILITY INSURANCE (SDI): Describe the basis for computation of the budget amount showing rates used, amount of gross wages and tax rate applied.

IHSS PROVIDER WORKERS' COMPENSATION:

All bidder's must describe the basis for computation of the budgeted amount and the premium rate applied. All bidder's must include copies of the Worker's Compensation (WC) policies and rate notification letters for the past five (5) years, including experience modification (EX MOD) sheets.

If bidder has not been in business for five (5) years, bidder must include the WC policies and rate notification letters, including EX MOD sheets covering the years bidder has been in business.

All bidder's are to complete the following table which is an actual cost detail for each of the past five (5) years. If bidder has not been in business for five (5) years, include the actual cost detail covering the years bidder has been in business. This table is not required for bidder's in business less than one year. However, bidder must include the WC policies and rate notification letters.

12-month period	Manual Rate used per \$100 of wages	Total amount to WC insurance reserve	Actual WC losses experienced	* Sur Charge	EX MOD	Net (loss) or gains for period
1st _____ to _____	_____	_____	_____	_____	_____	_____
2nd _____ to _____	_____	_____	_____	_____	_____	_____
3rd _____ to _____	_____	_____	_____	_____	_____	_____
4th _____ to _____	_____	_____	_____	_____	_____	_____
5th _____ to _____	_____	_____	_____	_____	_____	_____

* Give justification for any surcharge.

In addition to the computation of the budget amount above, bidder's that are self-insured must also provide:

1. A copy of "A Consent to Self Insurance" issued by the Department of Industrial Relations in accordance with the Labor code; and
2. Copies of your "Self Insurers Annual Report" as required by Title VII Section 15251 et seq. for the past five (5) years.

IHSS PROVIDER EMPLOYMENT BENEFITS:

Show the calculation of each benefit amount, including eligibility criteria and estimated number of eligible providers in each provider classification. Provide a detailed explanation on how the estimated number of eligible providers was determined, including last years actual numbers. Benefits must conform to information provided in IFB Sections VI. D., VIII. I. and the Current Wages and Benefits Information, Attachment 2, in this bid package.

1. Vacation: Show vacation cost, if any, and how calculated. Give accrual rates, eligibility factors, and calculate separately for IHSS providers.

2. Sick Leave: Show sick leave cost, if any, and how calculated. Give accrual rates, eligibility factors, and calculate separately for IHSS Providers.
3. Holidays: Show cost of paid holidays, if any, and how calculated. Give eligibility factors and calculate costs separately for IHSS providers.
4. Health Insurance: Show health insurance cost, if any, and how calculated. Include the estimated number of IHSS provider participants, along with bidder's cost and participant's cost per participant month. Provide a detailed explanation on how the estimated number of IHSS provider participants was determined, including last year's actual numbers. Include name of health plan.
5. Dental Insurance: Show dental insurance cost, if any, and how calculated. Include the estimated number of IHSS provider participants, along with bidder's cost and participant's cost per participant month. Provide a detailed explanation on how the estimated number of IHSS provider participants was determined, including last year's actual numbers. Include name of dental plan.

IHSS PROVIDER TRAVEL COSTS:

1. IHSS Provider Travel Wages: Actual wage dollars paid to providers for time spent traveling between recipient assignments. Indicate the basis of computation for determining provider travel wages by delineating eligibility criteria for payment of travel wages, such as, ____ minutes will be allowed for auto travel between recipients, to be paid at provider's basic hourly rate, unless additional time has been pre-approved by supervisor, and reflect the number of providers, average estimated travel hours and wage rate.
2. IHSS Provider Mileage: Provide the estimated cost of reimbursable mileage. Indicate the basis of the budget computation for mileage to be reimbursed to providers for travel between recipient assignments. Providers may not receive more than \$0.26 per mile.

IHSS PROVIDER ORIENTATION/SKILL DEVELOPMENT TRAINING:

1. Training Wages: All dollars paid to providers for time spent in training. Indicate hourly wage rate, number of providers, and number of hours of training that were used in computing the budgeted amount.
2. Training Staff/Consultants: Indicate the basis of the budget computation for this item.
3. Other Training Costs: Specify all other costs for developing training plans and providing training to IHSS providers and indicate the basis for the computation.

4. Skill Development Training: Skill development is training that has a direct relationship to job competencies required of a home care worker that will enable them to provide safe, efficient and appropriate personal care services. The CONTRACTOR shall assess the skill level of each employee in relation to the personal care services they will be required to perform and shall provide training that relates to job competencies. The CONTRACTOR shall maintain records of all employee skill assessments and specific training provided to meet minimum standards of competency. These records shall be made available to the county upon demand.

ADMINISTRATIVE SALARIES:

1. Local Administration: All wages paid to all administrative staff. Indicate the number of positions by job title and salaries thereof. Include computations used to compute these costs by job title.
2. Clerical: All wages paid to clerical staff. Indicate the number of clerical staff, their wages, and number of hours to be worked. Include the computations used to compute this cost.
3. IHSS Supervisors: All wages paid to direct line supervisors of provider staff. Indicate the number of supervisors, their wages, and number of hours to be worked. Include the computations used to compute this cost.
4. Salaries to Owners/Officers/Directors: Indicate the number of positions by job title and salaries thereof of all owners, officers and directors. Include the computations used to compute this cost. The computations for each of the aforementioned categories must be shown separately.

ADMINISTRATIVE TAXES:

Total cost to the program for payroll taxes broken out in each of these employee categories: supervisors, clerical staff, and administrative staff:

1. Social Security (FICA): Describe the basis for computation of the budget amount and tax rate applied.
2. Federal Unemployment Insurance (FUTA): Describe the basis for computation of the budget amount showing rates used, amount of gross wages and taxable wages.
3. State Unemployment Insurance (SUI): Describe the basis for computation of the budget amount and the rate applied. Include the most recent State Unemployment Insurance rate determination letter.
4. State Disability Insurance (SDI): Describe the basis for computation of the budget amount showing rates used.

ADMINISTRATIVE WORKERS' COMPENSATION:

All bidder's must describe the basis for computation of the budgeted amount and the premium rate applied. All bidder's must include copies of the WC policies and rate notification letters for the past five (5) years, including EX MOD sheets.

If bidder has not been in business for five (5) years, bidder must include the WC policies and rate notification letters, including EX MOD sheets covering the years bidder has been in business.

All bidder's are to complete the following table which is an actual cost detail for each of the past five (5) years. If bidder has not been in business for five (5) years, include the actual cost detail covering the years bidder has been in business. This table is not required for bidder's in business less than one year. However, bidder must include the WC policies and rate notification letters.

12-month period	Manual Rate used per \$100 of wages	Total amount to WC insurance reserve	Actual WC losses experienced	* Sur Charge	EX MOD	Net (loss) or gains for period
1st _____ to _____	_____	_____	_____	_____	_____	_____
2nd _____ to _____	_____	_____	_____	_____	_____	_____
3rd _____ to _____	_____	_____	_____	_____	_____	_____
4th _____ to _____	_____	_____	_____	_____	_____	_____
5th _____ to _____	_____	_____	_____	_____	_____	_____

* Give justification for any surcharge

In addition to the computation of the budget amount above, bidder's that are self-insured must also provide:

1. A copy of "A Consent to Self Insurance" issued by the Department of Industrial Relations in accordance with the Labor code; and
2. Copies of your "Self Insurers Annual Report" required by Title VII Section 15251 et seq. for the past five (5) years.

ADMINISTRATIVE BENEFITS: Explain eligibility criteria, show accrual rates and computation of cost.

1. Vacation: Show vacation cost, if any, and how calculated. Give accrual rates, eligibility factors, and calculate separately for IHSS administrative staff.

2. Sick Leave: Show sick leave cost, if any, and how calculated. Give accrual rates, eligibility factors, and calculate separately for IHSS administrative staff.
3. Holidays: Show cost of paid holidays, if any, and how calculated. Give eligibility factors and calculate costs separately for contractor administrative staff.
4. Health Insurance: Show health insurance cost, if any, and how calculated. Include the estimated number of IHSS administrative staff participants, along with bidder's cost and participant's cost per participant month. Provide a detailed explanation on how the estimated number of IHSS administrative staff was determined. Include name of health plan.
5. Dental Insurance: Show dental insurance cost, if any, and how calculated. Include the estimated number of IHSS administrative staff participants, along with bidder's cost and participant's cost per participant month. Provide a detailed explanation on how the estimated number of IHSS administrative staff was determined. Include name of dental plan.

ADMINISTRATIVE TRAVEL: Show all reimbursement rates and relevant computations.

1. IHSS Administrative Travel Wages: Indicate the basis of computation for determining administrative staff travel wages by delineating criteria for payment of travel wages, such as, ___ minutes will be allowed for auto travel between recipients, to be paid at administrative employee's basic hourly rate, unless additional time has been pre-approved by supervisor, and reflect the number of administrative employees average estimated travel hours and wage rate.
2. IHSS Administrative Mileage: Indicate the basis of the budget computation for mileage to be reimbursed to administrative employees for travel between recipient assignments. Administrative staff may not receive more than \$0.26 per mile.
3. Insurance and Bonding: Show cost of coverage which meet the minimums set forth in (ATTACHMENT "4") contract section VI.H. and VI.I. as evidenced in writing by a generally recognized responsible insurer.

Liability Insurance:

Automobile Insurance:

Fidelity Bond:

NOTE: The COUNTY does not require either performance bonding or malpractice insurance. If the cost of these or other types of optional surety or insurance is included, give the name of the underwriter and a summary of the terms of such insurance.

OFFICE EXPENSE: Include calculations used to compute the costs of each of the following line items:

1. Rent: Total cost to the program. If space will be shared with other programs, show the method of allocating costs to this contract.
2. Maintenance/Janitorial: Show the method of allocating costs to this contract.
3. Utilities: Include cost of utilities for the office space in (NAME) COUNTY, California.
4. Equipment (new): Indicate the cost for each new piece of equipment necessary for use in accordance with this contract. In accordance with Federal Regulation 45 CFR Part 92.32, list the method of disposition of the new equipment at the close of the contract term; also list the method of disposition of any remaining or unused equipment and supplies purchased with contract funds.
5. Equipment Maintenance: Indicate type of repairs and maintenance and estimated costs.
6. Equipment Depreciation (Purchased Prior): Include any costs of depreciation of equipment. Show the computation used to derive this figure entered in the budget. Must be calculated with straight-line method in accordance with Federal regulations.
7. Accounting and Data Processing: Total cost of contracting out for payroll or accounting services. If these functions are performed by a staff member, no entry should be made on this line
8. Telephone: Cost includes usage necessary to the operation of the program. Describe both cost and service level.
9. Postage: Include the cost of postage, i.e., stamps, express mail, directly related to the administration of this contract.
10. Photocopying/Printing: Include the cost of maintaining a copier, if appropriate. Also, include costs for any forms, copy supplies and costs of commercial printing.
11. Supplies: Include costs of maintaining adequate financial records and administration of the program. This includes stationary, business forms, bank charges, cleaning supplies (rubber gloves, plastic aprons, etc.), and other associated costs. Itemize in detail.
12. Personnel Advertising: Include the cost of advertising for the purposes of recruiting provider staff. This shall not include advertising for promotional purposes. Identify basis for all figures used.

13. Other Cost: Identify all costs used to derive the cost-per-hour that were not included in previous lines of the budget.

Clearly describe each cost and computation used. Any expense under "other costs" must be fully explained. Do not include costs already included in any other line items or cost associated with any other business in any other county or any other state.

14. Profit: If a profit-making enterprise, show the amount of profit used in computing the total cost-per-hour rates.

15. AUDITS:

CONTRACTOR to include costs for audit conducted by CONTRACTOR selected independent auditor. (sub-contractor). CONTRACTOR must ensure the independent auditor is proficient in the appropriate accounting principle and standards in government auditing. The audit shall be performed in accordance with generally accepted government auditing standards covering financial and compliance audits and all applicable OMB Circulars.

(NOTE: PLEASE REMOVE THIS LINE ITEM AND LINE ITEM NARRATIVE INSTRUCTION IF THE COUNTY DECIDES TO SELECT THE AUDITOR AND COVER THE EXPENSE. REGARDLESS OF COUNTY'S DECISION REGARDING THIS LINE ITEM, PLEASE REMOVE THIS NOTE PRIOR TO DISTRIBUTION OF IFB. CROSS REFERENCE ATTACHMENT "4" PAGE 26)

16. TOTAL COST: The total cost of all line item details.

17. HOURLY RATE: The total cost of all line item details divided by the total number of service hours per fiscal year.

EXHIBIT "B"

ARTICLES OF INCORPORATION

To be completed by bidder, in accordance with Section VIII.B.

Once the contract is awarded, the **EXHIBIT "B"** will be attached and incorporated by reference into the contract.

EXHIBIT "C"

CERTIFIED AUDITED FINANCIAL STATEMENT

To be completed by bidder in accordance with Section VIII.C.

Once the contract is awarded, the **EXHIBIT "C"** will be attached and incorporated by reference into the contract.

EXHIBIT “D”

STATEMENT OF EXPERIENCE

To be completed by bidder in accordance with Section VIII.D.

Once the contract is awarded, the **EXHIBIT “D”** will be attached and incorporated by reference into the contract.

EXHIBIT “E”

ORGANIZATIONAL STRUCTURE

To be completed by bidder in accordance with Section VIII.E.

Once the contract is awarded, the **EXHIBIT “E”** will be attached and incorporated by reference into the contract.

EXHIBIT "F"

SUBCONTRACTING

To be completed by the bidder, if applicable, in accordance with Section VIII.F.

Once the contract is awarded, the **EXHIBIT "F"** will be attached and incorporated by reference into the contract.

EXHIBIT "G"

WORKING CAPITAL

To be completed by the bidder.

Must comply with information in IFB Section VIII. G. "Working Capital".

Once the contract is awarded, the **EXHIBIT "G"** will be attached and incorporated by reference into the contract.

EXHIBIT "H"

JOB DESCRIPTIONS AND QUALIFICATIONS

To be completed by bidder.

Must comply with information provided in IFB Section VIII. H: Job Descriptions and Qualifications

Once the contract is awarded, the **EXHIBIT "H"** will be attached and incorporated by reference into the contract.

EXHIBIT "I"

EMPLOYEE COMPENSATION

To be completed by bidder.

Must NOT BE CONDITIONAL OR PROPOSED.

The Wages and Benefits contained herein shall be considered minimums. MUST comply with information provided in IFB SECTIONS: VI D: Hiring of Contract Providers and Wages and Benefits; VIII I: Employee Compensation; and ATTACHMENT 4 (Proposed Contract) Section V J: Minimum Standards for Salaries and Benefits

Once the contract is awarded, the **EXHIBIT "I-1"** through **"I-4"** will be attached and incorporated by reference into the contract.

EXHIBIT "J"

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

To be completed by bidder. See IFB Section VIII. J.

Once the contract is awarded, the **EXHIBIT "J"** will be attached and incorporated by reference into the contract.

EXHIBIT "K"

INSURANCE AND BONDING

To be completed by bidder.

Provide evidence of insurance coverage which meet the minimum standards set forth in ATTACHMENT 4, sections VI.H and VI.I.

Once the contract is awarded, the **EXHIBIT "K"** will be attached and incorporated by reference into the contract..

EXHIBIT "L"

PROVIDER ORIENTATION/SKILL DEVELOPMENT/TRAINING PLAN

To be completed by bidder.

Must comply with information in IFB SECTION VIII L: Provider Orientation/Skill Development/Training Plan

Once the contract is awarded, the **EXHIBIT "L"** will be attached and incorporated by reference into the contract.

EXHIBIT "M"

RECIPIENT GRIEVANCE SYSTEM

To be completed by bidder.

Must comply with information in IFB SECTION VIII M: Recipient Grievance System.

Once the contract is awarded, the **EXHIBIT "M"** will be attached and incorporated by reference into the contract.

EXHIBIT "N"

PERSONAL CARE SERVICE PROGRAM CONTRACTOR
ENROLLMENT FORM

To be completed and signed by the CONTRACTOR. Form attached.

Once the contract is awarded, the **EXHIBIT "N"** will be attached and incorporated by reference into the contract.

EXHIBIT "O"

DISCLOSURE OF LOBBYING ACTIVITIES

To be completed by bidder. See item VI.R.2. of contract, ATTACHMENT 4.

Form LLL is attached.

Once the contract is awarded, the **EXHIBIT "O"** will be attached and incorporated by reference into the contract.

EXHIBIT "P"

MINORITY/WOMAN/DISABLED VET BUSINESS ENTERPRISES CERTIFICATION

State law requires that contracts have participation goals of 15 percent for minority business enterprises (MBE's) and 5 percent for women business enterprises (WBE's) and 3 percent for disabled veteran business enterprises (DVBE's) or a "Good Faith Effort" to meet the goals.

In accordance with Federal Regulation 45 CFR Part 92.36, CONTRACTOR agrees to take all necessary steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used throughout the entirety of the awarded contract.

CONTRACTOR is required to meet all requirements regarding subcontractors as specified in VIII. F. of the IFB.

Forms for **EXHIBIT "P"** are attached.

Once the contract is awarded, the **EXHIBIT "P"** will be attached and incorporated by reference into the contract.

EXHIBIT "Q"

FORMS/FORMATS AND RECORDS

To be completed by COUNTY if COUNTY chooses to utilize its own forms, and/or format for data collection and record keeping.

Include copies of any forms that the COUNTY wants the CONTRACTOR to use for data collection and/or submission of reports. These forms should provide a format to follow and clearly identify what records the COUNTY wants the CONTRACTOR to keep and/or report on.

Once the contract is awarded, **EXHIBIT "Q", if utilized**, will be attached and incorporated by reference into the contract. **Should County not choose to utilize this EXHIBIT please delete it prior to distribution of the IFB.**

BID

SUMMARY

SHEET

ATTACHMENT “1”

ATTACHMENT "1"

BID SUMMARY SHEET

The prospective Contractor is to submit the following statement:

(legal name of bidder) a (legal entity of bidder) herewith submits a bid to provide In-Home Supportive Services for the COUNTY of _____. In submitting this bid, (name of bidder) agrees to the specifications and terms contained in the Invitation for Bid (IFB) and the proposed contract. This hourly rate bid includes all costs, direct and indirect, and is based on the terms and requirements of the Invitation for Bid and the proposed contract.

(name of bidder) is licensed to do business in the State of California, and has been in business for _____ years under this business name. For further information, contact (name, address, phone number of responsible bidder).

The hourly rate from the line item budget for each year shall be rounded to the nearest cent. The total cost of the contract shall be determined by multiplying the hourly rate bid for each year by the respective number of hours in each year and adding the annual amounts. The composite hourly rate bid shall be determined by dividing the total dollar amount of the contract by the total number of hours contracted.

My Bid is as follows:

*\$ _____ per hour times number of hours _____ = \$ _____ for first year.
* \$ _____ per hour times number of hours _____ = \$ _____ for second year.
* \$ _____ per hour times number of hours _____ = \$ _____ for third year.

$$\frac{(\text{Total Dollar Amount})}{(\text{Total Hours})} = \$(\text{Composite Hourly Rate})$$

I hereby certify that all statements in this bid are true and understand that there is no guarantee of a contract award and in such event, I have no recourse.

Signature and Title of Authorized Prospective Contractor

DATED

Business address of Bidder

Bidder's certification shall constitute a warranty, the falsity of which shall entitle the COUNTY to pursue any remedy authorized by law, which shall include the right, at the option of the COUNTY, of declaring any contract made as a result thereof to be void.

* If the hourly rate bid is not rounded to the nearest cent, the rate will be rounded by the evaluation committee prior to determining the composite hourly rate.

CURRENT

WAGES AND BENEFITS

INFORMATION

ATTACHMENT “2”

ATTACHMENT "2"

CURRENT WAGES AND BENEFITS INFORMATION (To be provided by County)

1. Wage scales and benefits information showing information on salary levels and step merit increases and benefits for each class of employee as contained in the **current** contract; and
2. Actual wages and benefits paid as provided by current contractor as of _____.

PERTINENT

INFORMATION ON

CURRENT SERVICES

ATTACHMENT “3”

ATTACHMENT "3"

PERTINENT INFORMATION ON CURRENT SERVICES

(To be completed by County)

For the immediate preceding 6 months provide the following:

Number of hours authorized per month

Number of hours served per month

Number of recipients served per month

The average hours per case

COUNTY should include any additional information useful to bidders such as hard to serve areas or recruitment problems.

STANDARD
IN-HOME SUPPORTIVE SERVICES
CONTRACT

ATTACHMENT “4”

REVISED: NOVEMBER 1996

COUNTY CONTRACT # _____

STATE CONTRACT # _____

COUNTY OF _____
PUBLIC SOCIAL SERVICES AGENCY
CONTRACT TO PROVIDE IN-HOME SUPPORTIVE SERVICES
THROUGH _____
MAXIMUM AMOUNT SHALL NOT EXCEED _____
MAXIMUM SERVICE HOURS SHALL NOT EXCEED _____

I. DECLARATION

This contract is entered into this _____ day of _____, _____, in the State of California by and between the COUNTY of _____, hereinafter referred to as "COUNTY", and _____, hereinafter referred to as "CONTRACTOR", for the purpose of providing In-Home Supportive Services (IHSS). The IHSS Program provides assistance to those eligible aged, blind and disabled individuals who are unable to remain safely in their own homes without this assistance. The COUNTY has approved this contract to maximize options and ensure alternatives to out-of-home care for eligible aged, blind and disabled individuals. This Contract is let in accordance with Title XIX and Title XX, of the Social Security Act; California State Welfare and Institutions Code, Sections 12300 et seq., California State Department of Social Services (CDSS) Manual of Policy and Procedures (MPP), Divisions 10, 19, 21, 22, 23, 25, 30 and 46, et seq., Office of Management and Budget (OMB) Circulars. CONTRACTOR shall comply with all provisions specified in this Contract.

II. DEFINITIONS

- A. An "Invitation For Bid" (IFB) - The COUNTY'S description, in document form, of specific services to be purchased, in addition to other contract requirements. Awards shall be made to the lowest, responsible and responsive bidder.
1. A "responsible bidder" - A bidder who:
- a) Has adequate financial resources, or the ability to obtain such resources as required during performance of the contract; and
 - b) Has the ability to comply with the proposed delivery or performance schedule, taking into consideration available expertise and any existing business commitments; and
 - c) Has no record of unsatisfactory performance, lack of integrity, or poor business ethics; and
 - d) Is otherwise qualified and eligible to receive an award under applicable statutes and regulations.

2. A "Responsive Bidder" - A bidder whose bid substantially complies with all requirements of the IFB.
- B. In-Home Supportive Services (IHSS) - An alternative to out-of-home care designed pursuant to the California Department of Social Services (CDSS) MPP Section 30-700. The IHSS Program provides assistance to those eligible aged, blind and disabled individuals who are unable to remain safely in their own homes without this assistance. Services are limited by the availability of funds.
- The IHSS Program has two components, the Personal Care Services Program (PCSP) and the In-Home Supportive Services (IHSS) residual:
1. The Personal Care Services Program (PCSP) provides personal care services to eligible Medi-Cal beneficiaries pursuant to Welfare and Institutions Code Section 14132.95 and Title 22, California Code of Regulations, Division 3 and is subject to all other provisions of Medi-Cal statutes and regulations. The program is operated pursuant to California Department of Social Services MPP Division 30; and is funded by Title XIX of the Social Security Act, California General Funds, and County Funds.
 2. The Non-Personal Care Services Program (IHSS Residual) is operated pursuant to CDSS MPP Division 30; and is funded by Title XX of the Social Security Act, California General Funds and County Funds.
- C. Recipients - Persons determined eligible by the COUNTY for IHSS. To be eligible, recipients must be living in their own homes within the boundaries of the COUNTY and must meet one of the following conditions:
1. Currently receive Supplemental Security Income (SSI) or State Supplementary Program (SSP) benefits.
 2. Meets all SSI/SSP eligibility criteria including income, but does not receive SSI/SSP benefits.
 3. Meets all SSI/SSP eligibility criteria except for income in excess of SSI/SSP eligibility standards.
 4. Was once eligible for SSI/SSP benefits but became ineligible because of engaging in substantial gainful activity and meets all of the following conditions:
 - a) The individual was once determined to be disabled in accordance with Title XVI of the Social Security Act (SSI/SSP).

- b) The individual continues to have the physical and mental impairments which were the basis of the disability determination.
 - c) The individual requires assistance in one or more areas specified under the definition of severely-impaired in CDSS MPP Division 30, section 753.
- D. Service hour - The basic unit of time to which the contractual hourly rate will apply and for which COUNTY will be billed and the CONTRACTOR paid in each billing cycle. A service hour is the actual time spent providing the services listed in Section III - Description of Services. The service hour does not include training time, travel time, break time or time spent by providers when recipients are not at home or refuse services.
- E. Compliance Audit - An audit that covers all fiscal and programmatic terms and conditions of the contract, which includes, but is not limited to:
 - 1. Any adjustment that is made to the authorized hours of services being provided by the Contractor; i.e., compare authorized hours to hours actually served;
 - 2. The Contractor has served all requested hours seven days a week including nights, weekends and holidays;
 - 3. The Contractor has provided a 24-hour, 800 number telephone service to the provider/recipient for the IHSS program needs;
 - 4. All County required contract reports are sent in a timely manner;
 - 5. All provider information and reports are maintained by the Contractor according to contract specifications;
 - 6. The Contractor has complied with the maximum wage and benefit requirements as specified in the contract;
 - 7. The recipient has received written notification of the grievance/appeal rights regarding CONTRACTORS' delivery of service as specified in the contract.
 - 8. The Contractor has maintained a personnel file for each provider which includes, but is not limited to: provider name, address, telephone number, health insurance, and any other pertinent employee information, as well as documentation of provider training as described in Section VIII. M. i.e., The documentation of provider orientation training, skill development training for recipient care, and training on wages, benefits, and the completion/submission of timesheets.

9. The Contractor has supported documentation of payments made to providers; i.e., who has signed and dated the timesheets; and the recipient has approved the hours worked;
 10. The Contractor has complied with the specified supervisor ratio and supervisor/recipient visits;
 11. The Contractor has submitted a current copy of the insurance policy to show actual cost for insurance premiums, and a copy of the insurance premium to show actual cost for workers compensation including the ex-mod rate;
 12. The Contractor is in compliance with the Welfare and Institutions Code, the CDSS Manual of Policies and Procedures, Title XIX and Title XX provisions as applicable to the IHSS Program;
 13. The Contractor is in compliance with the Equal Employment Opportunity rules and regulations as applicable to the IHSS Program;
- F. Financial audit - An audit to determine compliance with all financial provisions in this contract which includes, but is not limited to, all the financial records, accounts and documents, the provider wages, benefits, as well as the budget line items and the budget narrative pertaining to this contract.
- G. Monitoring - Monitoring means the activity necessary to assure compliance with regulations and contractual requirements.
- H. Evaluation - Evaluation means the use of reviews to:
1. Determine the efficiency and effectiveness of social services delivery systems management, optimal utilization of resources and elimination of deficiencies in management information systems, administrative procedures or organizational structure.
 2. Determine whether desired results or benefits are being achieved, whether the objectives established by the regulations are being met and whether the agency has evaluated alternatives which might yield desired results at lower costs.
- I. Audits - Audits shall be conducted in accordance with OMB Circular A-87 et seq., OMB Circular A-110 et seq., OMB Circular A-128, Public Law 98-502 et seq., OMB Circular A-133 et seq., and MPP section 10-150 through 10-153, MPP section 23-640, as appropriate; A financial and/or compliance audit may be conducted in any area of this contract that the COUNTY, State or Federal Agencies deem necessary.

III. DESCRIPTION OF SERVICES:

1. Domestic services are limited to the following:
 - a. Sweeping, vacuuming, washing and waxing of floor surfaces;
 - b. Washing kitchen counters and sinks;
 - c. Cleaning the bathroom;
 - d. Storing food and supplies;
 - e. Taking out garbage;
 - f. Dusting and picking up;
 - g. Cleaning oven and stove;
 - h. Cleaning and defrosting refrigerator;
 - i. Bringing in fuel for heating or cooking purposes from a fuel bin in the yard;
 - j. Changing bed linen; and
 - k. Miscellaneous domestic services, e.g., changing light bulbs.
2. Heavy cleaning that involves thorough cleaning of the home to remove hazardous debris or dirt. The COUNTY shall have the authority to authorize this service, only at the time IHSS is initially granted, to enable the provider to perform continuous maintenance, or, if a lapse in eligibility occurs, eligibility is reestablished and IHSS services have not been provided within the previous 12 months. The COUNTY shall have the authority to authorize this service should the recipient's living conditions result in a substantial threat to his/her health/safety. Such service may also be authorized when a recipient is at risk of eviction for failure to prepare his/her home or abode for fumigation as required by statute or ordinance.
3. Related services limited to:
 - a. Preparation of meals includes such tasks as washing vegetables; trimming meat; cooking; setting the table; service the meal; cutting the food into bite-size pieces;
 - b. Meal cleanup including washing and drying dishes, pots, utensils and culinary appliances and putting them away;
 - c. Planning of meals;
 - d. Routine mending, laundry, ironing, folding and storing clothes on shelves or in drawers;
 - e. Reasonable food shopping and other shopping/errands limited to the nearest available stores or other facilities consistent with the recipient's economy and needs.

The COUNTY shall not authorize additional time for the recipient to accompany the provider.

4. Nonmedical personal services limited to:

- a. Bowel and bladder care such as assistance with enemas, emptying of catheter or ostomy bags, assistance with bed pans, application of diapers, changing rubber sheets, assistance with getting on and off commode or toilet;
- b. Respiration limited to nonmedical services such as assistance with self-administration of oxygen and cleaning of intermittent positive pressure breathing (IPPB) machines.
- c. Consumption of food consisting of feeding or related assistance to recipients who cannot feed themselves or who require assistance with special devices in order to feed themselves;
- d. Routine bed baths;
- e. Bathing, oral hygiene, grooming;
- f. Dressing;
- g. Rubbing of skin to promote circulation, turning in bed and other types of repositioning, assistance on and off the seats and wheelchairs, or into or out of vehicles, and range of motion exercises which shall be limited to the following:
 - 1) General supervision of exercises which have been taught to the recipient by a licensed therapist or other health care professional to restore mobility restricted because of injury, disuse or disease.
 - 2) Maintenance therapy when the specialized knowledge and judgment of a qualified therapist is not required and the exercises are consistent with the patient's capacity and tolerance.

Such exercises shall include the carrying out of maintenance programs; i.e., the performance of the repetitive exercises required to maintain function, improve gait, maintain strength, or endurance; passive exercises to maintain range of motion in paralyzed extremities; and assistive walking.
- h. Moving into and out of bed
- i. Care of and assistance with prosthetic devices and assistance with self-administration of medications.

Assistance with self-administration of medications consists of reminding the recipient to take prescribed and/or over-the-counter medications when they are to be taken and setting up medi-sets.

- j. Routine menstrual care limited to application of sanitary napkins and external cleaning.
 - k. Ambulation consisting of assisting the recipient with walking or moving the recipient from place to place.
5. Transportation services when the recipient's presence is required at the destination and assistance is necessary to accomplish the travel are limited to:
- a. Transportation to and from appointments with physicians, dentists and other health practitioners;
 - b. Transportation necessary for fitting health related appliances/devices and special clothing;
 - c. Transportation under a. and b. shall be authorized only after social service staff have determined that Medi-Cal will not provide transportation in the specific case;
 - d. Transportation to the site where alternative resources provide in-home supportive services to the recipient in lieu of IHSS.
6. Yard hazard abatement, which is light work in the yard, may be authorized for:
- a. Removal of high grass or weeds and rubbish when this constitutes a fire hazard;
 - b. Removal of ice, snow or other hazardous substances from entrances and essential walkways when access to the home is hazardous

(NOTE: CLAUSES III.7., III.8., AND III.9., ARE FOR USE AT THE COUNTY'S DISCRETION. COUNTIES ARE TO SELECT FROM THESE CLAUSES THOSE THAT REPRESENT SERVICES THE COUNTY WANTS PROVIDED THROUGH THE CONTRACT MODE. DELETE THIS NOTE ALONG WITH ANY OF THESE CLAUSES THE COUNTY DOES NOT INTEND FOR INCLUSION IN THIS CONTRACT PRIOR TO DISTRIBUTION OF THE IFB.)

7. Protective supervision consisting of observing recipient behavior in order to safeguard the recipient against injury, hazard, or accident.
- a. This service is available for monitoring the behavior of nonself-directing, confused, mentally impaired, or mentally ill persons with the following exceptions:
 - 1) Protective supervision does not include friendly visiting or other social activities;

- 2) Supervision is not available when the need is caused by a medical condition and the form of the supervision required is medical;
 - 3) Supervision is not available in anticipation of a medical emergency;
 - 4) Supervision is not available to prevent or control antisocial or aggressive recipient behavior.
- b. Protective supervision is available under the following conditions:
- 1) Social services staff has determined that a 24-hour need exists for protective supervision and that the recipient can remain at home safely if protective supervision is provided; and
 - 2) Services staff determines that the entire 24-hour need for protective supervision can be met through any of the following or combination of the following:
 - a) In-Home Supportive Services;
 - b) Alternative resources;
 - c) A reassurance telephone service when feasible and appropriate.

Feasibility and appropriateness will be determined exclusively by the social service staff.

The proposed method of meeting protective supervision need **MUST** be approved by the COUNTY. Discretion of the CONTRACTOR is not allowed.

8. Teaching and demonstration services are provided by IHSS providers to enable recipients to perform for themselves, services which they currently receive from IHSS.

Teaching and demonstration services are limited to instruction in those tasks listed in CDSS MPP 30-757.11, .13, .14, and .16.

- a. This service shall be provided by persons who have successfully completed at least _____ hours of training as evidenced by a valid certificate;
- b. This service shall only be provided when the provider has the ability to do so effectively and safely.

9. Paramedical services are provided under the following conditions:

- a. The services shall have the following characteristics:

- 1) Are activities which persons would normally perform for themselves but for their functional limitations;
 - 2) The activities which, due to the recipient's physical or mental condition, are necessary to maintain the recipient's health.
- b. The services shall be provided when ordered by a licensed health care professional who is lawfully authorized to do so. The licensed healthcare professional shall be selected by the recipient;
 - c. The services shall be provided under the direction of the licensed health care professional; and
 - d. The licensed health care professional shall indicate to social services staff the time necessary to perform the ordered services.

IV. DUTIES AND RESPONSIBILITIES

A. CONTRACTOR SHALL HAVE THE FOLLOWING RESPONSIBILITIES:

1. CONTRACTOR shall provide IHSS, as specified in this contract.
2. CONTRACTOR shall notify the COUNTY within three working days of any changes in the recipient's need for services identified by the recipient which indicates a reassessment of need and/or eligibility may be appropriate including provisions for 24-hour care including weekend and holiday services.
3. CONTRACTOR shall notify COUNTY, within five working days, of each instance of nonreceipt of scheduled services with an explanation and effective dates. However if the change in circumstances indicates a possible danger to the safety of the recipient, CONTRACTOR shall notify COUNTY immediately.
4. CONTRACTOR shall provide adequate IHSS supervisory staff (at least one IHSS supervisor for each _____ hours of IHSS authorized each month to recipients).

(NOTE: THE ABOVE CLAUSE MAY BE REWRITTEN TO ACCOMMODATE THE USE OF A SUPERVISOR TO PROVIDER RATIO IN LIEU OF HOURS. PLEASE DELETE THIS NOTE PRIOR TO DISTRIBUTION OF IFB.)

5. CONTRACTOR shall provide adequate support personnel to carry out the requirements of this contract.

6. CONTRACTOR shall deliver all of the authorized services at the time the services are needed, including holidays, weekends and nights. CONTRACTOR shall ensure availability of sufficient substitute workers during providers' vacations, sick leave and holidays so that recipients will not be deprived of authorized services.
7. CONTRACTOR shall provide an initial mandatory orientation, to include topics addressed in CDSS MPP Division 19 (confidentiality) and Division 21 (Non-Discrimination) to each new and existing service provider within one month of hiring or initiation of contract. Such training shall be performed pursuant to the attached plan marked **EXHIBIT "L"** and made a part hereof as referenced.
8. CONTRACTOR shall provide a complete skill development package. Skill development is training that has a direct relationship to job competencies required of home care workers that will enable them to provide safe, efficient and appropriate personal care services.
9. CONTRACTOR shall assess the skill level of each employee in relation to the personal care services he/she will be required to perform and provide training that relates to job competencies. CONTRACTOR shall maintain records of all employee skill assessments and specific training provided to meet minimum standards of competency. These records shall be made available to COUNTY upon request.
10. CONTRACTOR shall provide COUNTY by the ___ day of each month, a monthly "activity report". This report will include, but is not limited to, any grievance and the result of any grievance by any provider or recipient; and any other items COUNTY deems necessary.
11. CONTRACTOR shall maintain a personnel file for every provider. The personnel file shall include, but is not limited to:
 - a) Name and address of provider;
 - b) Telephone number;
 - c) Social Security number;
 - d) Driver's license number;
 - e) All training given to provider;
 - f) Provider's weekly work schedule;
 - g) Provider's hire date and termination date;
 - h) Provider's emergency contact person;
 - i) Record of benefits, wages and wage increases;
 - j) All insurance coverage(s);
 - k) Provider's evaluations, any adverse action as well as any record of complaints; and
 - l) Any other information COUNTY deems necessary.

12. CONTRACTOR shall provide to the COUNTY (quarterly) or (upon request): (select the appropriate time frame and due date) budget, fiscal, statistical, program and other data as may be required by the COUNTY.
13. CONTRACTOR shall provide to the COUNTY (quarterly) or (upon request)(select the appropriate time frame)
 - a) Names of all employees working under this contract;
 - b) Their addresses and telephone numbers;
 - c) Their training records;
 - d) Providers evaluations; and
 - e) Providers weekly schedules.
14. Items 11, 12 and 13 shall be used for the purpose of an ongoing evaluation and assessment of the services provided by the CONTRACTOR. In addition, this information will be used as a means for basic information to all bidders on subsequent bidding cycles. This information will assist in implementing a smooth and orderly transfer to a new CONTRACTOR, if appropriate.

CONTRACTOR shall be liable to the COUNTY for any cost incurred by the COUNTY because of CONTRACTOR'S failure to cooperate in the transition process. Recoupment of costs will be through withholding payment of CONTRACTOR'S final billing, or any other means available to the COUNTY.
15. CONTRACTOR shall ensure that paramedical services, as authorized by a health professional on a "Request For Order And Consent-Paramedical Services" (Form SOC 321) for recipients, are performed only by personnel who have been trained to provide such care. Records of skill levels and training related thereto shall be maintained by the CONTRACTOR and be available to COUNTY staff upon demand.
16. CONTRACTOR shall require that a supervisor visit each recipient's home at least once every _____ months to:
 - a. Observe the condition of the home;
 - b. Discuss with the recipient the quality of the work provided; and
 - c. Notify the recipient of the process by which any dissatisfaction over service delivery may be expressed. As a part of this supervision, a supervisor shall accompany each newly hired provider on their first work assignment. Additional visits may be required until the provider has demonstrated an adequate level of job performance.

17. CONTRACTOR shall conform with CDSS MPP Section 30-767.123, to the fullest extent possible, give employment preference to all prospective providers who are recipients of public assistance, Greater Avenues For Independence (GAIN) participants or other low income persons who would qualify for public assistance in the absence of such employment. This may include an informal written agreement with the local GAIN program to refer appropriate, employment-ready GAIN participants to CONTRACTOR for job placement.
18. CONTRACTOR shall, in accordance with WIC Section 12304, allow recipients receiving nonmedical personal or paramedical services, to recruit their own provider. CONTRACTOR shall accommodate recipient preference in provider assignments in all other cases where practical.
19. The CONTRACTOR liaison shall provide any information, as requested by the COUNTY, which documents activity and accomplishments of the program.
20. CONTRACTOR shall comply and require its officers and employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Division 19 of the CDSS Manual of Policies and Procedures to assure that:
 - a. All individuals' applications and records made or kept by a public officer or agency in connection with the administration of the provision of the Welfare and Institutions Code relating to any form of public social services for which grants in aid are received by this State or by the Federal Government will be confidential and will not be open to examination for any purpose not directly connected with the administration of public social services; and
 - b. No person will publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.

CONTRACTOR shall inform all of its employees, agents, subcontractors and partners of the above provision and that any person knowingly and intentionally violating the provisions of said State law is guilty of a misdemeanor.

21. CONTRACTOR shall maintain a local office(s) at ____, California, which will remain open for business ____ through ____ between the hours of ____ and ____ except for designated holidays, it shall be staffed at all times with appropriate supervisory personnel during business hours.

22. CONTRACTOR shall not make any charges to recipients for services with the exception of share of cost as delineated in Section V.E. of this contract.
23. CONTRACTOR shall obtain prior written approval from the COUNTY before subcontracting any of the services delivered under this contract. Any subcontracting shall be subject to all applicable provisions of this Contract, and all applicable State and Federal regulations. The CONTRACTOR shall be held responsible by the COUNTY for the performance of any subcontractor.
24. CONTRACTOR shall submit reports or other data in the format as required for the automated Case Management, Information and Payrolling System (CMIPS), the management information system in use in the California Department of Social Services for IHSS.
25. CONTRACTOR shall abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Welfare and Institutions Code, Section 10000, CDSS MPP Division 21, and all other applicable federal and state laws to ensure that employment practices and the delivery of social services are non-discriminatory.

Under this requirement, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, political affiliation, religion, marital status, sex, age, or handicap.

26. CONTRACTOR shall comply with U.S. Executive Order 11246, entitled "Equal Employment Opportunity". This is amended by U.S. Executive Order 11375 and supplemented in 45 CFR, Part 60. CONTRACTOR shall not discriminate against any employee, or applicant for employment on the basis of race, national origin or ancestry, religion, sex, marital status, political affiliation, age or handicap. Practices in hiring, compensation, benefits, and firing are among the employment practices subject to this requirement.
27. CONTRACTOR shall orient all staff to reporting of any suspected elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to the COUNTY, followed by a written report within two working days.
28. CONTRACTOR shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances and complaints regarding CONTRACTORS' delivery of services. Such a system shall be provided as described in the attached **EXHIBIT "M"** and made a part hereof by this reference. The views, grievances and complaints of the recipients shall be included in the required monthly report submitted to the COUNTY. This system shall not negate the rights of a recipient for a State Hearing as described in Section IV. B. 8.

29. CONTRACTOR shall require applicants for employment to indicate, in writing, whether the applicant has ever been convicted of a crime. CONTRACTOR shall use the following specific language on their applications for employment:

“Have you ever been convicted by any court of a crime?”

“NOTE: You may answer "no" if the conviction is specified in Health and Safety Code Section 11361.5, which section pertains to various marijuana offenses, or, the conviction was under Health and Safety Code Section 11557 or its successor 11366 when that conviction was stipulated or designated to be a lesser included offense of the offense of possession of marijuana.”

30. CONTRACTOR shall require proof of identification from a prospective provider prior to placing the prospective provider on a list or registry, or prior to supplying a name from the list or registry to an applicant for, or recipient of, In-Home Supportive Services. In addition, CONTRACTOR shall interview all applicants, check and document their references, prior to employment as an IHSS provider.
31. CONTRACTOR shall ensure that the supervisor makes recipient contact within ____ working days (except for provision of emergency services as referenced in Sections IV.A.32, and V.D., as applicable) of the Contractor's receipt of the COUNTY service authorization document. A copy of a home evaluation document shall be completed by the CONTRACTOR and sent to the COUNTY within ____ working days following the initial recipient contact. This document shall include, but not be limited to the following:
- a. Date authorization was received;
 - b. Beginning date of service;
 - c. Proposed service delivery schedule;
 - d. Any problems associated with service delivery;
 - e. Any other recommendation(s) indicated by the COUNTY.
32. CONTRACTOR shall commence services in a timely manner. Unless otherwise stated herein, timely shall mean five (5) calendar days from receipt of COUNTY authorization documentation for non-emergency services and within 24-hours for emergency services as determined by the COUNTY.

33. CONTRACTOR shall offer continued employment under this contract to those IHSS providers employed by the incumbent Contractor as of __ __, 19__, in order to maintain continuity of services in carrying out the program. Existing providers who accept the offer of employment are to be paid, at a minimum, at their current wage and benefit rate or the minimum required by law, whichever is greater. All new providers shall be paid at rates dependent upon the details set forth in the successful bid. Refer to **EXHIBIT "I-1" through "I-4"** made a part hereof by this reference.
34. CONTRACTOR, at COUNTY'S request, shall ensure that provider services are available seven days a week, including nights, weekends and holidays.
35. CONTRACTOR shall provide "no charge" telephone service (such as an 800 number) 24 hours per day, seven days a week to recipients/providers in order for them to communicate with the CONTRACTOR regarding the IHSS Program.
36. CONTRACTOR will become the enrolled provider in the contract mode for the Personal Care Service Program (PCSP). This will occur as soon as the COUNTY has a signed Personal Care Program Contract Agency enrollment form (SOC 431) from the CONTRACTOR in its possession. Refer to **EXHIBIT "N"** made a part hereof by this reference.

The CONTRACTOR shall, at a minimum, certify the following:

- a) All employees of the contract agency, with the exception of certain relative providers, are qualified to provide the care authorized;

Relatives are excluded from PCSP funding. Relatives for this purpose are defined as either parents of a minor child or spouse.
 - b) All claims submitted to the COUNTY for services to recipients of the Personal Care Services Program and provided by the contract agency, will be provided as authorized for the recipient.
 - c) That payment of these claims will be from Federal and/or State and/or COUNTY funds; that any false statement, claim, or concealment of information may be prosecuted under Federal and/or State laws; and
 - d) That services will be offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.
37. CONTRACTOR shall provide documentation of a safety program which would keep down Worker's Compensation cost, and report all injuries and Worker Compensation claims to the COUNTY within ten (10) days of the injury and/or Worker Compensation claim.

38. CONTRACTOR shall give full cooperation in any monitoring or any auditing conducted by governmental entities or their agents; and CONTRACTOR shall comply with all financial and compliance audits as specified in MPP 23-640 and as COUNTY deems necessary.
39. CONTRACTOR agrees their financial records shall contain itemized records of all cost related to this contract and be available for inspection in the COUNTY within three working days of the request by the COUNTY, State or Federal Agencies.
40. Contractor shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contracts Code 10115.10. Insert Audit Language.

NOTE: In accordance with OMB Circular A-87 et seq., OMB Circular A-110 et seq., OMB Circular A-133 et seq. (not-for-profit agencies) or OMB Circular A-128, Public Law 98-502, "Single Audit Act" (for profit agencies), a financial and/or compliance audit may be conducted in any area of this contract that the County, State or Federal Agencies deem necessary.

B. COUNTY SHALL HAVE THE FOLLOWING RESPONSIBILITIES:

1. COUNTY shall purchase IHSS from CONTRACTOR for appropriate cases, where such services are not otherwise available.
2. COUNTY shall have sole authority for determination of need for In-Home Supportive Services, the level and quality of services required, and the eligibility of individuals to be served.
3. COUNTY shall assess the continuing need for services and evaluate the effectiveness and quality of services performed by the CONTRACTOR pursuant to this contract. This evaluation may include, but is not limited to, inquiries concerning individual employees of the CONTRACTOR.

Assessment and authorization of In-Home Supportive Services shall be accomplished by COUNTY staff at least every twelve months.

4. COUNTY shall have the exclusive right to terminate the recipient's participation in the IHSS Program at any time based on regulatory requirements.
5. COUNTY shall have the exclusive right to terminate provision of service under this contract to any recipient.

6. COUNTY shall have the exclusive right to authorize services for a recipient. The COUNTY shall not be liable for the cost of such services furnished to any recipient unless authorization is designated in writing by the COUNTY.
7. COUNTY shall maintain records which will include, but not be limited to, the assessment of need; case opening and closing dates; description of actual services to be provided.
8. COUNTY shall assure that in the event recipient's hours are changed for any reason, or COUNTY takes any other action, the recipient shall maintain the right to a State hearing. A State hearing shall be available to a claimant who is dissatisfied with a COUNTY action (regardless of mode) and a request for hearing may be either written or oral. Claimants are encouraged to use the reverse side of the Notice of Action (NA 690) to request a hearing.
9. COUNTY shall establish a procedure, in compliance with **EXHIBIT "M"**, "Recipient Grievance System", which is attached and made a part hereof by this reference, by which each recipient shall have the opportunity to initiate and participate in a COUNTY review in order to present grievances concerning services under this contract.
10. COUNTY shall assist the CONTRACTOR in obtaining complete and current information with respect to pertinent statutes, regulations, policies, procedures and guidelines which apply to the delivery of IHSS.
11. COUNTY shall coordinate services with other community resources and activities.
12. COUNTY shall provide orientation to all appropriate social services staff regarding CONTRACTOR'S bidding, role, responsibilities and contracting agreements.
13. COUNTY shall administer liquidated damages for non-performance as specified in Section V.D.
14. COUNTY shall ensure that during the effective dates of the contract, the contract agency shall keep all records which are necessary to fully disclose the extent of services to the recipient.

At the expiration of the contract the COUNTY shall keep IHSS records for a minimum of three years from the date the State submits the last expenditure report to the U.S. Department of Health and Human Services (HHS)

CDSS MPP Sections 23-353 through 23-356 set forth the requirements for certain records which have retention periods that vary from the general rule. Some records require retention periods of more than three years; i.e., Records and their supporting documents must be retained when there is an open Federal or State audit; case records in which criminal or civil litigation was involved are to be retained for three years after the final claim is submitted for Federal reimbursement.

On request, the COUNTY shall furnish records for audit to the State of California or the U.S. Department of Health and Human Services or their duly appointed representatives.

15. COUNTY staff or an independent auditor shall conduct monitoring and prepare evaluations of this contract in accordance with CDSS MPP sections 10-150 through 10-153 and MPP section 23-640. The COUNTY monitoring and evaluations are to determine a fiscal and program appraisal of the successes and/or deficiencies of the IHSS contract; and to determine the extent to which the program is achieving its purposes. (NOTE: Counties shall be reimbursed through their County Administrative Expense Claims for the cost of the monitoring and evaluations.)
 - a. The COUNTY shall ensure on-going monitoring and prepare quarterly evaluation of contracts for the purchase of social services and send the completed monitoring and evaluation reports to CDSS within 30 calendar days following each quarter.
 - b. The COUNTY shall notify the CONTRACTOR in writing within 30 calendar days of the discovery of any potential problems during any monitoring and evaluation examination.
 - c. The COUNTY may monitor the CONTRACTOR by field reviews, audit claims, monthly review of all records, and any other means the COUNTY deems necessary

C. COUNTY and CONTRACTOR SHALL HAVE THE FOLLOWING JOINT RESPONSIBILITIES:

1. Confer on all cases in which a recipient grievance/appeal has been registered regarding the conduct or performance of the provider.
2. Maintain liaison personnel:
 - a) CONTRACTOR shall provide COUNTY, in writing, the name and address of the person who has primary responsibility for liaison and coordination of activities of the In-Home Supportive Services Program;

- b) COUNTY shall provide a similar liaison person to CONTRACTOR;
- c) These persons shall act on behalf of their respective organizations to ensure compliance with all contract provisions.

V. FISCAL PROVISIONS

A. Cost/Rates:

NOTE: THE COUNTY MUST SELECT ONE OF THE FOLLOWING CLAUSES CONSISTENT WITH THE NUMBER OF YEARS OF CONTRACTED SERVICES REQUESTED IN THE IFB. ONCE THE COUNTY HAS CHOSEN WHICH CLAUSE TO USE PLEASE DELETE THIS NOTE AND THOSE IN PARENTHESES ALONG WITH THE CLAUSES IN THIS SECTION THE COUNTY DOES NOT INTEND TO USE PRIOR TO DISTRIBUTION OF THE IFB.

1. (For a ONE YEAR TERM use the following clause):

The maximum amount of this contract for the period ____ through ____ shall not exceed \$ _____. This amount will purchase a maximum of _____ service hours at a fixed rate of \$ _____ per hour.

(For a TWO YEAR TERM use the following clause):

The maximum amount payable under this contract for the period ____ through ____, shall not exceed ____, and for the period ____ through ____, shall not exceed \$ _____. The hourly rate for each service hour for the period ____ through ____ shall be \$ _____ for _____ hours, and for the period ____ through ____, shall be \$ _____ for _____ hours.

(For a THREE YEAR TERM use the following clause):

The maximum amount payable under this contract for the period ____ through ____, shall not exceed ____; for the period ____ through ____, shall not exceed \$ ____; and for the period ____ through ____, shall not exceed \$ _____. The hourly rate for each service hour for the period ____ through ____ shall be \$ _____ for _____ hours; for the period ____ through ____, shall be \$ _____ for _____ hours; and for the period ____ through ____, shall be \$ _____ for _____ hours.

Pursuant to Welfare and Institutions Code (WIC) Section 12302.1, this contract may be renewed for a period not to exceed one year.

- 2. The rate is supported by the Contract Budget and Budget Narrative, **EXHIBIT "A"**, which is attached and incorporated herein by this reference.

3. CONTRACTOR agrees that the hourly rate to be charged to the COUNTY for contracted services and the total cost of furnishing these services for the term of this contract includes all allowable CONTRACTOR costs, both indirect and direct, relative to this contract.
4. Costs must conform with federal costs regulations: OMB Circular A-87. A guide for State and Local Government Agencies, 48 CFR, Chapter 1, Part 31, Subpart 31.2 (for profit agencies), and OMB Circular A-133 (for non-profit agencies). All equipment purchased by the CONTRACTOR must be depreciated in accordance with 45 CFR 95.705.
5. Payment for all services provided in accordance with provisions under this contract shall be contingent upon the availability of Federal, State and COUNTY funds for the purpose of providing IHSS. The COUNTY shall not be required to purchase any definite amount of services nor does the COUNTY guarantee to CONTRACTOR any minimum amount of funds or hours.
6. If the Legislature allocates additional funds for provider wages and benefits during the contract year, the contract may be amended to increase the contract hourly rate, contract maximum amount payable and change affected clauses to allow for increases in wages and benefits consistent with the funding authorized by the Legislature.
7. CONTRACTOR agrees maximum payments for Non-severely Impaired (NSI) and Severely Impaired (SI) recipients are the amounts authorized by the State. The COUNTY will notify the CONTRACTOR of any changes in these amounts.

B. BILLINGS

1. CONTRACTOR billing cycle shall be consistent with a monthly reporting system which is compatible with the Case Management, Information and Payrolling System (CMIPS). CONTRACTOR shall submit billings to the COUNTY, in a format specified by the COUNTY, within ____ days following the end of the month in which services were delivered. Such billings shall include, at a minimum, an itemized listing of recipient names and case numbers, authorized hours, and actual service hours rendered. The COUNTY will review the billings and make payment within ____ days following the month in question, as specified in Section V.C.
2. No billing or any part thereof shall be paid by the COUNTY unless the CONTRACTOR submits a certified sworn statement under the penalty of perjury that all employees' wages have been paid on a current basis; that all time sheets supporting said billing have been verified as properly signed, dated, and totaled; and each time sheet will be kept in the CONTRACTOR'S possession for audit purposes.

3. CONTRACTOR must deduct all share of cost liabilities owed by recipients when submitting monthly billings for services to the COUNTY. (See share of cost Item V.E.)

C. PAYMENTS

1. If the conditions set forth in this Contract are met, the COUNTY shall pay, on or before the ____ day of each month of the filing of the billing, the sum of money claimed by the approved billings (less the share-of-cost liability and any credit due the COUNTY for adjustments of prior billings). If the conditions are not met in a timely manner, the COUNTY shall pay when the necessary processing is completed.
2. The COUNTY may make mid-month payments no later than ____ working days following receipt of billing for services delivered.
3. The COUNTY shall not pay for unauthorized services rendered by the CONTRACTOR nor for the claimed services which COUNTY monitoring shows have not been provided as authorized.
4. The COUNTY retains the right to withhold payment on disputed claims.
5. Final payment under this contract may be held until the termination audit is completed.

D. LIQUIDATED DAMAGES:

(NOTE: COUNTIES MAY DEVELOP ADDITIONAL LIQUIDATED DAMAGE CLAUSES WHEN DEEMED APPROPRIATE AND APPROVED BY CDSS. PLEASE REMOVE THIS NOTE PRIOR TO DISTRIBUTION OF IFB.)

1. The COUNTY intends that the CONTRACTOR comply fully with all contractual requirements to ensure the safety of all IHSS recipients. CONTRACTOR and COUNTY agree that it would be impracticable and extremely difficult to fix the actual damages in the event CONTRACTOR does not fully comply in the area listed in this section and that the amount set forth in each area listed in this section shall be presumed to be the amount of damages sustained by COUNTY for CONTRACTOR'S non-compliance with contract requirements listed below, the COUNTY and CONTRACTOR agree on the following liquidated damages:
 - a) Pursuant to section IV.A.6. of this contract, with respect to recipients with established service schedules, for each calendar day scheduled homemaker service is not provided to a recipient \$200 per day per recipient

- | | | |
|----|---|-------------------------------------|
| b) | Pursuant to section IV.A.32 of this contract, with respect to new non-emergency referrals for service, for each calendar day beyond the 5th day after CONTRACTOR is notified of new recipient, and service is not provided; | \$250 per day
per recipient |
| c) | Pursuant to section IV.A.32 of this contract, with respect to 24 hour emergency referrals or for requests for immediate service, for each calendar day beyond the due date of delivery; | \$400 per day
per recipient |
| d) | Pursuant to section IV.A.7. of this contract, for each calendar day beyond the due date in which required supervisor or provider training is not completed within time frames set forth in the contract; | \$250 per day
per instance |
| e) | Pursuant to section IV.A.11, sections V.I.1.,2.,3. of this contract, for each instance in which CONTRACTOR fails to comply fully with all required record maintenance.
required record maintenance; | \$200 per
instance |
| f) | Pursuant to section IV.A.4. of this contract, for each instance in which first line supervisors are responsible on the average for more than _____ service hours during one month; | \$175 per
instance |
| g) | Pursuant to section IV.A.6. of this contract, for each month when delivered services are less than 90% of the monthly hours authorized per recipient; | \$500 per
month per
recipient |
| h) | Pursuant to section IV.A.10.,12.,13.,24., and section V.B.1. of this contract, for each calendar day beyond the due date in which the CONTRACTOR fails to submit the required monthly reports and specified billings or other requested records in a timely manner; | \$150 per
day |
| i) | Pursuant to section IV.A.15. of this contract, for each instance where a recipient in need of paramedical service is receiving services from a provider who has not been properly trained to perform the authorized services; | \$500 per
instance |

- j) Pursuant to section IV.A.33. and V.J. of this contract, for each instance CONTRACTOR fails to pay provider the contracted dollar amount in the pay scale; \$150 per instance
- k) Pursuant to section IV.A.14. and VI.E. of this contract, for each instance CONTRACTOR fails to cooperate fully during the transition process of one contractor to another contractor or any other mode of service; \$200.00 per instance
- l) Pursuant to sections IV.A.16. and 31. of this contract, for each instance in which supervisors, fail to perform the required visitation and monitoring standard of their scheduled hours; \$250 per instance
- m) Pursuant to section IV.A.6 and 32 of this contract, for each instance where a recipient is not provided services as scheduled. \$250 per day per recipient

The COUNTY Contract Liaison shall advise the CONTRACTOR in writing of his/her intent to assess liquidated damages not less than ten (10) calendar days prior to actual withholding of such amounts from any payment. Notice to the CONTRACTOR shall contain specific instances or causes for assessing the amount, including the dates thereof. Amounts assessed shall be withheld from the next payment of claim submitted under the contract or from the final claim for payment submitted under the contract. Should the CONTRACTOR disagree with the COUNTY'S action the CONTRACTOR may appeal specific assessed liquidated damages for non-compliance items identified by the COUNTY. Any appeal must be made by CONTRACTOR within ten (10) working days from date of notification of liquidated damages. Any appeal regarding a dispute on liquidated damages will be resolved by the COUNTY. This decision shall be in writing and final. Such appeal must detail all matters, including records which CONTRACTOR believes will justify a resolution to the specific case where liquidated damages have been assessed.

E. SHARE OF COST:

NOTE: TO BE USED IF COUNTY WANTS CONTRACTOR TO COLLECT SHARES OF COST. PLEASE DELETE THIS NOTE (AND THIS CLAUSE IF THE COUNTY CHOOSES TO NOT HAVE THE CONTRACTOR COLLECT SHARES OF COST) PRIOR TO DISTRIBUTION OF IFB.

1. CONTRACTOR agrees that no charges will be made to any recipient of services under this contract unless it has been determined by the COUNTY that recipient has a share-of-cost liability.

2. In those cases where the recipient owes a share-of-cost, the CONTRACTOR shall be responsible for collecting that share-of-cost from the recipient and must deduct all share-of-cost amounts owed by recipients from the billings submitted to the COUNTY.
3. The CONTRACTOR agrees to refund any over-collection when a recipient does not realize all the authorized hours covered by the share of cost.
4. CONTRACTOR agrees to report delinquent share of cost accounts on a monthly basis.

F. GENERAL ACCOUNTABILITY:

1. In the event of an audit exception(s), the party responsible for not meeting the program requirement(s) shall be responsible for the deficiency.
2. In the event of any State hearing award(s) or lawsuit award(s) resulting from the CONTRACTOR'S failure to perform as required by this contract, reimbursement shall be made to the damaged party by the CONTRACTOR.
3. Additional costs to the COUNTY for maintaining any portion of the IHSS Program as a result of the CONTRACTOR'S failure to perform, as required by the contract, are subject to recoupment by the COUNTY through withholding from billings or any other form of legal action. Notwithstanding any specific liquidated damages defined elsewhere in the contract, CONTRACTOR'S failure to perform as required in any provision of this contract shall weigh negatively against the "responsible" factor inherent in any future procurement process statewide.

G. TERMINATION:

This contract may be terminated under the following conditions:

1. Failure or refusal of CONTRACTOR to perform or do any act herein required shall constitute a default. In the event of any default, in addition to any other remedy available to the COUNTY, this contract may be terminated by the COUNTY immediately upon written notice and/or services may be purchased from any source by the COUNTY. If a greater price than that named in this contract is paid for such services, the excess price will be charged to and collected from the CONTRACTOR and sureties on its bond, and in addition thereto, any other damages proximately resulting from said default may be recovered.
2. Notwithstanding any other provisions of this Contract the COUNTY may terminate the contract immediately:

- a. Upon receipt of evidence of probable contract-provider mistreatment or abuse of recipients of IHSS services, or of unsafe or hazardous practices in the provision of service; or,
 - b. Upon loss of any license(s) required for lawful operation of CONTRACTOR'S business; or
 - c. Upon an unauthorized decrease in the required insurance in force; or,
 - d. Upon failure of CONTRACTOR to provide authorized services for which reported liquidated damages have been assessed; or
 - e. Upon failure to make payroll payments; or,
 - f. Upon failure to remit payroll deductions in a timely manner to the appropriate state and federal government; or,
 - g. Upon failure to substantially meet other financial obligations; or,
 - h. Upon service of a writ of attachment by creditors of CONTRACTOR.
3. This Contract may be terminated by the COUNTY without cause when a ____ day written notice is provided to the CONTRACTOR.
 4. This Contract may be terminated by the CONTRACTOR without cause when a ____ day written notice is provided to the COUNTY.

H. AUDIT PROVISIONS:

In accordance with the Federal Government Auditing Standards, OMB Circular A-87 et seq., OMB Circular A-110 et seq. and OMB Circular A-128 et seq., Public Law 98-502 "Single Audit Act" and OMB Circular A-133 et seq. as applicable, authorized representatives of the County, State and Federal Governments shall have the right to audit all aspects of the contract and compliance with this contract including, but not limited to, all the financial records, accounts and documents, the provider wages and benefits, the budget line item and the budget narrative and any other aspect of the contract the County, State or Federal Agencies deem necessary.

- a. The right to audit includes that of the COUNTY, State and Federal Agencies to examine and audit this contract and all audit working papers, for a period of three years after the final payment.
- b. The CONTRACTOR agrees their financial records shall contain itemized records of all costs related to this contract and be available for inspection in the

COUNTY within three working days of the request by the COUNTY, State or Federal Agencies.

- c. The CONTRACTOR shall give full cooperation in any monitoring or auditing conducted by governmental entities or their agents.

(NOTE: THE COUNTY MUST SELECT ITEM "d" FROM ONE OF THE FOLLOWING THREE VERSIONS. THESE VERSIONS REPRESENT THE OPTIONS AVAILABLE TO THE COUNTY AS THEY PERTAIN TO AUDITS OF THE CONTRACT. IN ADDITION PLEASE SELECT THE APPROPRIATE FINAL SENTENCE TO THE VERSION THE COUNTY SELECTS. ONCE THE COUNTY HAS CHOSEN WHICH OPTION TO USE PLEASE DELETE THIS NOTE ALONG WITH THE VERSIONS OF ITEM "d" THE COUNTY DOES NOT INTEND TO USE. IN THIS CONTRACT PRIOR TO DISTRIBUTION OF THE IFB

- d. The COUNTY shall, in accordance with MPP section 23-640 and in accordance with the appropriate state and federal audit standards, ensure the completion of a **compliance** audit for each contract. A separate **financial** audit, covering internal controls and the accuracy of billings in accordance with the contract shall be performed concurrently. (Audits shall be performed by an independent auditor selected by the CONTRACTOR and funded through the contract.) OR (Audits shall be performed by an independent auditor selected by the COUNTY and funded by the COUNTY.) OR (Audits shall be performed by a COUNTY auditor selected by the COUNTY and funded by the COUNTY.)
- d. The COUNTY shall, in accordance with MPP section 23-640 and in accordance with the appropriate state and federal audit standards, ensure the completion of a **compliance** audit for each contract. (Audits shall be performed by an independent auditor selected by the CONTRACTOR and funded through the contract.) OR (Audits shall be performed by an independent auditor selected by the COUNTY and funded by the COUNTY.) OR (Audits shall be performed by a COUNTY auditor selected by the COUNTY and funded by the COUNTY.)
- d. The COUNTY shall, in accordance with MPP section 23-640 and in accordance with the appropriate state and federal audit standards, ensure the completion of a **financial** audit, covering internal controls and the accuracy of billings in accordance with the contract. (Audits shall be performed by an independent auditor selected by the CONTRACTOR and funded through the contract.) OR (Audits shall be performed by an independent auditor selected by the COUNTY and funded by the COUNTY.) OR (Audits shall be performed by a COUNTY auditor selected by the COUNTY and funded by the COUNTY.)
- e. The COUNTY shall ensure that final performance reports and audits, as listed in section V.H.d., are completed within 120 days of the completion of the contract. In case of a multi-year contract, audits shall be performed at least every two (2) years.

I. RECORD MAINTENANCE AND RETENTION

1. The CONTRACTOR agrees to maintain all program, fiscal, statistical and management records with _____ COUNTY and make such records available for inspection by COUNTY, State and Federal representatives at all reasonable times. The records to be kept and maintained in connection with this program shall include, but are not limited to, the COUNTY'S assessment of need, case opening and closing dates, timesheets, billing invoices, records and recipient-contractor service related correspondence. As a part of such records, the time spent at each visit to the recipient, by both providers and supervisors, shall be recorded and documented by signature or initial of the recipient or recipient representative on a report service format approved by the COUNTY. Contractor may be assessed liquidated damages in the case of any delay by CONTRACTOR in providing requested records to COUNTY.
2. The CONTRACTOR agrees to maintain all records pertaining to service delivery and fiscal and administrative controls for a minimum of three years after final payment has been made, or until all pending COUNTY, State and Federal audits are completed, whichever is later.

Upon request, the CONTRACTOR shall make these records available in the COUNTY to all authorized COUNTY, State and Federal personnel.

3. The CONTRACTOR shall ensure that records shall be stored and destroyed in accordance with CDSS MPP Section 23-350.

J. MINIMUM STANDARDS FOR SALARIES AND BENEFITS:

The CONTRACTOR shall maintain the following minimum standards with regard to salaries and benefits for all employees:

1. All employees shall receive basic statutory coverage for Federal Insurance Contribution Act (FICA), Federal Unemployment Tax (FUTA) benefits, State Disability insurance (SDI) benefits, State Unemployment Insurance (SUI) and Workers' Compensation;
2. All employees shall receive wages and benefits which are no less than required by applicable State and Federal law. The minimum wage in California, effective July 1, 1988, is \$4.25 per hour, effective October 1, 1996, is \$4.75 per hour, and effective September 1, 1997, is \$5.15 per hour.
3. The job descriptions, salary levels, step merit increases, related promotional and step merit increase requirements under this contract are as described in **EXHIBIT "H"** and **EXHIBIT "I" through "I-4"**, attached and incorporated herein by this reference.

The minimum wages and benefits set forth in the CONTRACTOR'S bid dated ____, in part formed the basis for the price offered to the COUNTY by the CONTRACTOR for the provision of IHSS. If for any reason, during the term of this contract and any extension or renewal thereof, there is a reduction of any wages or benefits for providers it may result in an adjustment to the per hourly unit rate of return for services rendered as specified below. Any such reduction must be reported to the COUNTY prior to implementation. The CONTRACTOR must immediately notify the COUNTY of the effective date and the amount of such reduction. Any reduction in provider wages and benefits must be reflected in an amendment to this contract and the COUNTY shall reduce the reimbursement to the CONTRACTOR, in an amount proportionate to the wage and benefit reduction, effective for services provided on the date of the wage and benefit reduction provided by the CONTRACTOR. Parties hereby agree that this provision is included to protect the integrity of the bid process. Except as provided in Section V.A.6. of this contract, in no event will the hourly rate of reimbursement to the contractor be increased as a result of an increase to the wages and benefits.

K. AVAILABILITY OF FUNDS:

Payment of all services provided in accordance with the provisions of this Contract are contingent upon the availability of COUNTY, State and Federal funds for the purposes of providing IHSS. Pursuant to CDSS MPP Division 10, Section 205, the portion of a payment by a COUNTY on an IHSS contract in excess of 110% of the allowable cost of service shall not be eligible for matching or reimbursement from State or Federal funds.

VI. GENERAL PROVISIONS

A. TERM OF AGREEMENT:

The term of this contract shall be from ____ through _____. Pursuant to WIC Section 12302.1 and CDSS MPP Section 23-621 the COUNTY shall have the option to renew this Contract for a period not to exceed one year.

B. COPYRIGHT ACCESS:

The COUNTY, CDSS, and United States Department of Health and Human Services (DHHS) shall have a royalty free, nonexclusive and irrevocable license to publish, translate, or use, now or hereafter, all material developed under this contract including those covered by copyright.

C. TOTALITY OF CONTRACT:

This Contract contains all the terms and conditions agreed upon by the COUNTY and CONTRACTOR and no other understanding, oral or otherwise, regarding this Contract, shall be deemed to exist or to bind any of the parties to this Contract.

D. ALTERATIONS/MODIFICATIONS:

Any alterations, variations, modifications or waivers of provisions of this Contract shall be valid only when reduced to writing, duly signed and attached to the original of this Contract, with prior written approval from the COUNTY.

E. CONTRACT TRANSITION PROCESS:

The CONTRACTOR agrees to provide all information deemed necessary by the COUNTY for use in subsequent bidding cycles.

1. When terminating this Contract, for any reason, the existing CONTRACTOR shall assist the COUNTY in the orderly transfer of the In-Home Supportive Services (IHSS) Program to a successor contractor or other mode of delivery;
2. The CONTRACTOR shall provide to the COUNTY all information requested by the COUNTY that is necessary to facilitate a subsequent bidding process;
3. CONTRACTOR shall provide to the COUNTY, without additional cost to the COUNTY and at least ____ days prior to expiration or termination of this contract copies of all recipient files, all provider and supervisor employment data, and any other information reasonably necessary to effect a smooth transition;
4. CONTRACTOR shall be liable to the COUNTY for any costs incurred by the COUNTY because of CONTRACTOR'S failure to cooperate in the transition process. Recoupment of costs may be through withholding payment of CONTRACTOR'S final billing.

F. LAWS GOVERNING CONTRACT:

This contract shall be governed and construed in accordance with all of the laws of the County of _____, State of California and the Federal Code of Regulations, in addition to any other laws cited herein.

G. LICENSING OR ACCREDITATION:

CONTRACTOR agrees to comply with all applicable State licensing standards, all applicable accrediting standards, and any other standards or criteria established by the State to assure quality of service.

H. FINANCIAL RESPONSIBILITY:

1. CONTRACTOR shall obtain a fidelity bond in the amount of at least \$____ per loss. The bond shall cover all CONTRACTOR'S employees, officers and agents. CONTRACTOR shall provide evidence of the bond before the effective date of this contract. The bond shall be maintained during the entire term of this contract including any renewal or extension hereof.

(OR)

2. CONTRACTOR shall obtain either a faithful performance bond or a certificate of deposit in the amount of at least \$____. The bond/certificate shall cover all CONTRACTOR'S employees, officers and agents. CONTRACTOR shall provide evidence of either the bond or certificate before the effective date of this contract. The bond/certificate shall be maintained during the entire term of this contract including any renewal or extension hereof.

(OR)

3. Irrevocable Letter of Credit

The Irrevocable Letter of Credit guarantees performance of all obligations stipulated in this contract. If the CONTRACTOR fails to perform, the credit worth of the financial institution is at risk. The financial institution must be licensed to do business in the United States of America.

CONTRACTOR shall obtain an Irrevocable Letter of Credit, in the amount of \$____ valid for the life of this contract including any renewal thereof, that may be canceled or amended only by agreement of all parties to the credit. The Letter of Credit shall be one in which the issuing bank has waived its right to revoke the Letter of Credit prior to the expiration date. The Irrevocable Letter of Credit guarantees performance of all obligations stipulated in this contract if the Letter of Credit is issued by an insured/licensed financial institution. The Letter of Credit, marked **EXHIBIT "G"**, attached hereto and incorporated by this reference, shall apply for exclusive use of this contract only.

I. INSURANCE:

CONTRACTOR shall, prior to commencement of the work, submit a copy of insurance policies evidencing that the CONTRACTOR has obtained for the period of the contract, from a generally recognized responsible insurer, insurance in the following forms of coverage and specified minimum amounts. The insurance policy shall be marked **EXHIBIT "K"** attached hereto and incorporated by this reference.

1. A policy or certification of self insurance for Worker's Compensation insurance covering all employees of the CONTRACTOR.

2. Comprehensive General and Automobile Liability Insurance of:

- a) \$ _____ Bodily Injury - per person and
- b) \$ _____ Bodily Injury - each occurrence and
- c) \$ _____ Property Damage or
- d) \$ _____ Combined single limit bodily injury and property damage.

3. Contractual liability, including coverage for audit exceptions, in the amount of \$ ____.

The policies shall include the COUNTY as co-insured and all policies shall provide thirty (30) days written notice to the COUNTY by certified mail, of cancellation or material change of said policies. Any such policies or insurance shall act as primary insurance, and no insurance held or owned by the COUNTY shall be called upon to cover a loss under said policy.

4. The amounts referenced above are specific to the COUNTY of _____ and this contract or is an aggregate amount for this and other contracts. Further, if the amount(s) is/are or does become an aggregate for the CONTRACTOR, the CONTRACTOR shall execute an agreement with the Insurance Company, and provide evidence of said to the COUNTY, for the Insurance Company to immediately provide notice to the COUNTY of any claim that is filed which may reduce the aggregate amount.

J. INDEMNIFICATION:

The CONTRACTOR agrees to indemnify, defend, and save harmless the COUNTY, the State, and their officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the CONTRACTOR in the performance of this contract including, but not limited to, the following:

- 1. Injury, including death, to any person or damage to any property, arising out of CONTRACTOR'S activities under this contract;
- 2. Any and all losses incurred by COUNTY as a result of CONTRACTOR'S violation of any duty under this contract resulting in any actual or proposed disallowance by the State of California to the COUNTY'S claim for reimbursement;

3. Any and all losses incurred by COUNTY as a result of CONTRACTOR'S failure to pay and discharge any obligation incurred by CONTRACTOR with third parties under the performance of its duties under this contract;
4. Any and all losses incurred by COUNTY resulting from any State hearing decision or judgment in a civil lawsuit which awards to a recipient a cash grant or legal judgment which results from CONTRACTOR'S failure to perform; and
5. Any and all losses to an IHSS recipient resulting from the negligent, intentional and/or criminal acts of CONTRACTOR'S employees which occur during the term of this contract.

K. INDEPENDENCE OF CONTRACTOR:

CONTRACTOR is, for all purposes arising out of this contract, an Independent Contractor and shall not be deemed an employee of the COUNTY.

L. MEDICAL HEALTH CONSULTATION EXPENSES:

CONTRACTOR shall not pay for any medical or health related consultation expenses except as necessary for orientation/training of providers under this contract.

M. STATE ENERGY CONSERVATION PLAN:

CONTRACTOR agrees to recognize the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan, Title 23, California Code of Regulations, as required by the U.S. Energy, Policy and Conservation Act (P.L. 94-165).

N. CLEAN AIR/CLEAN WATER ACTS:

Pursuant to 45 CFR, Part 74, a CONTRACTOR agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S. Code 1368, Executive Order 11738) and Environmental Protection Agency (EPA) Regulations (40 CFR, Part 15). Under these laws and regulations the CONTRACTOR assures that:

1. No facility to be utilized in the performance of a proposed grant has been listed on the EPA list of violating facilities;
2. It will notify the COUNTY prior to award, of the receipt of any communications from the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA list of violating facilities;

3. It will promptly notify the COUNTY and the U.S. EPA about any known violation of the above laws and regulations;
4. It will substantially include this assurance in every nonexempt subgrant, contract or subcontract.

O. RELEASE OF INFORMATION:

The CONTRACTOR shall obtain written consent from the COUNTY prior to the release of any informational pamphlets or notices to recipients regarding the IHSS program. For informational purposes, copies of newspaper recruitment advertising shall be submitted to the COUNTY.

P. WORKER ADJUSTMENT AND RETRAINING NOTIFICATION ACT (WARN):

The CONTRACTOR agrees to and hereby does assume all responsibility for compliance with the provisions of the WARN Act 29 U.S.C. Section 2101, et seq. Furthermore, CONTRACTOR will defend, hold harmless and indemnify the State, against any liability, claims, causes of action, costs, damages or losses, incurred, arising out of, and/or asserted by virtue of the WARN Act.

Q. DRUG FREE WORKPLACE ACT OF 1988:

The CONTRACTOR agrees to hereby assume all responsibility for complying with the Drug Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. The CONTRACTOR hereby certifies that it will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONTRACTOR'S workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing a drug-free awareness program to inform employees about:
 - a) The dangers of drug abuse in the workplace;
 - b) The CONTRACTOR'S policy of maintaining a drug-free workplace;
 - c) Any available drug counseling, rehabilitation, and employee assistance programs;
 - d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph 1.

4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under this contract, the employee will:
 - a) Abide by the terms of the statement; and
 - b) Notify the Contractor of any criminal drug statute conviction or violation occurring in the workplace no later than five days after such conviction.
5. Notifying the COUNTY within ten days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction.
6. Taking one of the following actions, within 30 days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted:
 - a) Taking appropriate personnel action against such an employee, up to and including termination; or
 - b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6 of this section.

R. CERTIFICATION REGARDING LOBBYING:

CONTRACTOR hereby certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the CONTRACTOR shall submit STANDARD FORM-LLL, "Disclosure Form to Report Lobbying", marked **EXHIBIT "O"**, attached hereto and incorporated by this reference, in accordance with its instructions.
3. CONTRACTOR further agrees to disclose information regarding any COUNTY or State funds that have been paid to any person for influencing or attempting to influence an officer or employee of any COUNTY or State agency.

S. CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION:

By signing and submitting this contract, the CONTRACTOR certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency:

1. The CONTRACTOR further agrees that it will include the above clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion", without modification in all lower-tier transactions and in all solicitations for lower-tier covered transactions;
2. Where the CONTRACTOR is unable to certify to any of the above, such CONTRACTOR shall attach an explanation to this Contract.

T. MINORITY/WOMAN/DISABLED VET BUSINESS ENTERPRISES CERTIFICATION, EXHIBIT "P", attached hereto and incorporated by this reference.

U. ARTICLES OF INCORPORATION, EXHIBIT "B", attached hereto and incorporated by this reference.

V. CERTIFIED AUDITED FINANCIAL STATEMENT, EXHIBIT "C", attached hereto and incorporated by this reference.

W. STATEMENT OF EXPERIENCE, EXHIBIT "D", attached hereto and incorporated by this reference.

X. ORGANIZATIONAL STRUCTURE, EXHIBIT "E", attached hereto and incorporated by this reference.

- Y. DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT, EXHIBIT "J", attached hereto and incorporated by this reference.
- Z. SUBCONTRACTING, EXHIBIT "F", attached hereto and incorporated by this reference.
- AA. FORMS/FORMATS AND RECORDS, EXHIBIT "Q", attached hereto and incorporated by this reference.

REQUIRED CONTRACT BUDGET -- EXHIBIT "A"
NOTE: SUBMIT ONE BUDGET FOR EACH CONTRACT YEAR

COUNTY _____ DATE _____
CONTRACTOR _____
PERIOD BEGINNING _____ PERIOD ENDING _____
TOTAL SERVICE HOURS FOR PERIOD _____ HOURLY RATE _____

	TOTAL COST	HOURLY RATE
IHSS PROVIDER WAGES		
FULL TIME	_____	_____
PART TIME	_____	_____
IHSS PROVIDER EMPLOYMENT TAXES		
SOCIAL SECURITY (FICA)	_____	_____
FEDERAL UNEMPLOYMENT INS. (FUTA)	_____	_____
STATE UNEMPLOYMENT INS.(SUI)	_____	_____
STATE DISABILITY INS. (SDI)	_____	_____
IHSS PROVIDER WORKER'S COMPENSATION	_____	_____
IHSS PROVIDER EMPLOYMENT BENEFITS		
VACATION	_____	_____
SICK LEAVE	_____	_____
HOLIDAY	_____	_____
HEALTH INSURANCE	_____	_____
DENTAL INSURANCE	_____	_____
IHSS PROVIDER TRAVEL COSTS		
TRAVEL WAGES	_____	_____
MILEAGE	_____	_____
IHSS PROVIDER ORIENTATION/SKILL DEVELOPMENT TRAINING		
TRAINING WAGES	_____	_____
TRAINING STAFF/CONSULTANTS	_____	_____
OTHER TRAINING COSTS (SPECIFY)	_____	_____
ADMINISTRATIVE SALARIES		
LOCAL ADMINISTRATION	_____	_____
CLERICAL	_____	_____
IHSS SUPERVISORS	_____	_____
SALARIES TO OWNERS/OFFICERS/DIR.	_____	_____
ADMINISTRATION TAXES		
SOCIAL SECURITY (FICA)	_____	_____
FEDERAL UNEMPLOYMENT INS. (FUTA)	_____	_____
STATE UNEMPLOYMENT INS. (SUI)	_____	_____

	TOTAL COST	HOURLY RATE
ADMINISTRATIVE WORKER'S COMPENSATION	_____	_____
ADMINISTRATIVE BENEFITS		
VACATION	_____	_____
SICK LEAVE	_____	_____
HOLIDAY	_____	_____
HEALTH INSURANCE	_____	_____
DENTAL INSURANCE	_____	_____
ADMINISTRATIVE TRAVEL		
TRAVEL WAGES	_____	_____
MILEAGE	_____	_____
INSURANCE AND BONDING		
LIABILITY INSURANCE	_____	_____
AUTOMOBILE INSURANCE	_____	_____
FIDELITY BOND	_____	_____
PERFORMANCE BOND	_____	_____
LETTER OF CREDIT	_____	_____
OFFICE EXPENSE		
RENT	_____	_____
MAINTENANCE/JANITORIAL	_____	_____
UTILITIES	_____	_____
EQUIPMENT (NEW)	_____	_____
EQUIPMENT MAINTENANCE	_____	_____
EQUIPMENT DEPRECIATION		
(PURCHASED PRIOR)	_____	_____
ACCOUNTING AND DATA PROCESSING	_____	_____
TELEPHONE	_____	_____
POSTAGE	_____	_____
PHOTOCOPYING/PRINTING	_____	_____
SUPPLIES	_____	_____
PERSONNEL ADVERTISING	_____	_____
OTHER COSTS	_____	_____
PROFIT (PROPRIETARY FIRMS)	_____	_____
AUDIT	_____	_____
TOTAL COST	_____	_____
HOURLY RATE	_____	_____

EXHIBIT “B”

ARTICLES OF INCORPORATION

EXHIBIT “B” attached hereto and incorporated by this reference.

EXHIBIT "C"

CERTIFIED AUDITED FINANCIAL STATEMENT

EXHIBIT "C" attached hereto and incorporated by this reference.

EXHIBIT "D"

STATEMENT OF EXPERIENCE

EXHIBIT "D" attached hereto and incorporated by this reference.

EXHIBIT "E"

ORGANIZATIONAL STRUCTURE

EXHIBIT "E" attached hereto and incorporated by this reference.

EXHIBIT "F"
SUBCONTRACTING

EXHIBIT "F" attached hereto and incorporated by this reference.

EXHIBIT “G”
WORKING CAPITAL

EXHIBIT “G” attached hereto and incorporated by this reference.

EXHIBIT "H"

JOB DESCRIPTIONS AND QUALIFICATIONS

EXHIBIT "H" attached hereto and incorporated by this reference.

EXHIBIT "I"

EMPLOYEE COMPENSATION

EXHIBIT "I-1" through "I-4" attached hereto and incorporated by this reference.

EXHIBIT "J"

**DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST
STATEMENT**

EXHIBIT "J" attached hereto and incorporated by this reference

EXHIBIT "K"

INSURANCE AND BONDING

EXHIBIT "K" attached hereto and incorporated by this reference.

EXHIBIT "L"

PROVIDER ORIENTATION/SKILL DEVELOPMENT/TRAINING PLAN

EXHIBIT "L" attached hereto and incorporated by this reference.

EXHIBIT "M"

RECIPIENT GRIEVANCE SYSTEM

EXHIBIT "M" attached hereto and incorporated by this reference.

EXHIBIT "N"

PERSONAL CARE SERVICE PROGRAM CONTRACTOR
ENROLLMENT FORM

EXHIBIT "N" attached hereto and incorporated by this reference.

EXHIBIT "O"

DISCLOSURE OF LOBBYING ACTIVITIES

EXHIBIT "O" attached hereto and incorporated by this reference.

EXHIBIT "P"

**MINORITY/WOMAN/DISABLED VET BUSINESS ENTERPRISES
CERTIFICATION**

EXHIBIT "P" attached hereto and incorporated by this reference.

EXHIBIT "Q"

FORMS/FORMATS AND RECORDS

EXHIBIT "Q", attached hereto and incorporated by this reference. Should County not choose to utilize this EXHIBIT please delete it prior to distribution of the IFB.

ADD SIGNATURE PAGE. THE FOLLOWING IS A SAMPLE SIGNATURE PAGE:

IN WITNESS WHEREOF, this contract has been executed by the parties hereto upon this date first above written.

CONTRACTOR:

BY: _____

TITLE DATE

COUNTY OF _____
BOARD OF SUPERVISORS

BY: _____

TITLE DATE

ATTEST: _____
COUNTY Clerk, COUNTY of _____
State of California, and
ex officio of the Board of
Supervisors

DEPUTY CLERK